

THE MAINE HERITAGE POLICY CENTER
SAM ADOLPHSEN, DIRECTOR - CENTER FOR OPEN GOVERNMENT
PUBLIC TESTIMONY
LEGISLATIVE SUBCOMMITTEE OF RIGHT TO KNOW ADVISORY COMMITTEE
OCTOBER 21, 2011

Good morning Ms.Meyer, members of the Legislative Subcommittee of the Right to Know Advisory Committee. Thank you for the opportunity to briefly present to you this morning.

Before I begin, I want to quickly remind the committee of something that should be the foundation for all of discussions regarding FOA and FOA law. Public records do not belong to the government. They are owned by the public, and government is the custodian of those records.

You've asked today for us to address practical problems with FOA, so I will discuss just a couple main issues that I see come up often in the FOA issues I've dealt with.

In my experience, the lack of some kind of timeline for agencies to fulfill FOA requests is a very practical problem with our FOA law. I will give you two examples of where this issue came into play for requests that I made.

- Maine Turnpike Authority:
 - o 184 days to produce requested data (see attachment)

It took the Maine Turnpike 184 days to produce basic salary and spending information. At the time, Maine Turnpike Authority had a political motivation to keep us from seeing that spending information, but we had no way of knowing they were stalling for political reasons. The practical problem here is that the onus was on us to keep following up, sending reminders and having our lawyer make phone calls in order to finally get this information from them, a half year after we requested it. The other practical is that it's clear that MTA was using the lax timeline requirements in the current FOA law to stall on fulfilling our request. What's to stop any agency from doing this if they want to?

Now I know some people believe it should be the burden of the requestor to chase after the FOA requests, and sue if anything goes wrong, but I disagree. The burden should be on government to produce these records in a timely fashion. Having some kind of formal timeline structure in place would help make sure this type of abuse doesn't continue to happen.

- Biddeford School District
 - o A month between correspondence because superintendent was "on vacation"

Another example of this problem surfaced when we requested similar information from the Biddeford School Department. In the midst of the request, after it was already in process, the

communication from them simply stopped. A full month after we had sent our last communication to them, we received word back, saying that the superintendant had been “on vacation” and that was the cause for the delay in the response. This is unacceptable. The FOA law needs provisions to make sure public records requests don’t go months without being fulfilled.

These are two brief examples, and I can tell you from experience there are many more similar to this. It’s important that the average citizen can have FOA requests fulfilled in a timely manner, even if an agency doesn’t want to fulfill the request for political reasons or because someone is on vacation. Right now, there is no practical way to keep those abuses from occurring.

Another practical problem with FOA requests is the form in which they are requested and produced. In my experience, the problems most often arise when the information is requested in electronic format, and the government agency is insistent on providing only paper records.

I will not go into great detail on these, but I want to quickly run through a few examples of what I’m talking about. Each of these was a simple request for the entities payroll records in excel format.

- Bangor (Sent the data in dot-matrix printout instead of Excel)
- Standish (Paper records sent when it was clearly printed from an Excel sheet)
- Richmond (Mailed a printed copy of an Excel sheet to the requestor)
- Naples (Excel sheet printed out and mailed to requestor)

When someone asks for public data in a certain form, and it’s obvious that it’s available, but the government agency doesn’t provide it that way, that’s abuse. It certainly isn’t in keeping with the spirit of the FOA law. I’ve had letters from towns telling me “I don’t have to provide the information in Excel” even when it was clear that they easily could. There is a tremendous opportunity to save time and money by being able to produce records electronically and emailing them to requestors. We need to make sure that when public records are requested in a common electronic medium like Excel, they are provided to the requestor that way, if at all possible.

Having said that, I believe technology offers answers to many of the practical problems we face with public records requests. One of the most important things we can do going forward, is to ask government agencies to consider public records and FOA’s when they purchase or upgrade software. Some states even have in statute that when purchasing or upgrading data management software, agencies are required to have a process in place to make sure the entity can easily run reports to provide the data to the public when requested, and ensure they can easily parse out public versus confidential components of the data. I think Maine should strongly consider this approach.

Lastly I want to give two quick plus for other provisions found in LD 1465. I believe that having a person in each government office designated specifically as the "Freedom of Access" person would go a long way towards helping solve some of these FOA conflicts. And finally, I believe we all agree that an Open Records Ombudsman in the AG's office would be a big help to make sure our Freedom of Access Law isn't abused and resolving many of the issues we have discussed.

Thank you, I'm happy to answer any questions.

EXAMPLE: 184 DAYS TO RECEIVE MTA RECORDS

Aug. 4, 2010

Maine Heritage Policy Center sends Freedom of Access Request for payroll and vendor payments data to the Maine Turnpike Authority

Aug. 9, 2010 - 5 days after request

MTA acknowledges request has been received

Sept. 7, 2010 - 34 days after request

Having received no further correspondence from MTA, MHPC staff attorney e-mails MTA asking to advise on status of request

Sept. 10, 2010 - 37 days after request

MTA replies, suggesting it will take 20 hours to complete the request

Jan. 31, 2011 - 180 days after request

Having received no further correspondence from MTA, MHPC staff e-mails MTA asking again to advise on status of request

Feb. 4, 2011 - 184 days after request

MTA finally complies with request

FOAA TESTIMONY
OCTOBER 21, 2011
L. D. 1465

Michael Doyle
3 Shady Lane
Falmouth, ME 04105
207.766.6644

FOAA TESTIMONY
OCTOBER 21, 2011
L.D. 1465

Mr. Chairman, Ms. Vice Chair, and members of the Committee, I am Michael Doyle of Falmouth. I will briefly cover a small sample of what I have uncovered in the Town of Falmouth all the while fighting Nathan Poore, Falmouth's Town Manager, for him to comply with the spirit of this law as well as the letter of this law. I'm forced by Falmouth's management, mostly Nathan Poore to file FOAA requests over and over to get one answer. It's Falmouth's fault that I have to ask questions several different ways to get the answer. Falmouth won't volunteer any financial information without a FOAA request. Even if I just ask a question in an email the Town treats it as a FOAA.

1. Continuous over billing to answer requests. EXHIBITS 1 to 5

During an interview with Alex Kimball, Director of Finance, for Cumberland, Alex was asked how long it would take to sort and print the payroll record of a seasonal employee? **Answer: Less than 30 minutes at no cost to me.**

The same question was posed to Dawn Madden, Finance Director for Yarmouth. **Answer: 5 minutes at no charge.**

The same question asked and actual time and charges at Falmouth under Nathan Poore's control to uncover the employment of the Police Chief's son and the Lt. nephews as Harbor Rangers at nearly \$400/wk. against Town printed rules. **Answer: Two and one half hours at a cost of \$15.00.**

The cost and time to get the list of teachers and their total compensation from highest to the lowest from Cape Elizabeth. **There answer was zero dollars and the next day.**

The cost and time to get the same item from Falmouth was **\$71.20 and eight hours to complete the request, and over two weeks time** plus the disk was supplied blank at first, then locked in alphabetical format, which required another \$158.00 to have it reformatted from highest to lowest income.

2. Lying in answers provided and paid for by me. EX. 6 to 9

In seeking an explanation of why the Falmouth Police Boat was at the Lobster Boat Races in Harpswell and Portland with the Police Chief and/or the Harbor Master at the wheel I was told in a letter from Poore's office that the Coast Guard had called the Boat to service. **I checked with Lt. Nick Barrows of the Coast Guard station in South Portland. There were no**

records of the Falmouth Boat being called out on either date. Two weeks after notifying the Town, Poore repeated the lie in yet another letter from his office. Poore failed to explain why the Police Boat was taken by the Police Chief and his wife to dinner on Chebeague Island. Poore included in this lie that a boat that burns 30 gallons of fuel per hour only needed to buy 31 gallons during the Sat. Sun. and Mon. on the weekend of the Harpswell race which alone was a 5 hour round trip.

3. The continuous denial of the free hour per request by treating each new request as one unending request. EX. 10 to 11

I would think that a citizen of any community in Maine should be able to get answers to questions at no cost in the community they live in. Or at the minimum not have a Town Manager deny the free hour at his whim for only one reason, to suppress the access to embarrassing information. This has continued since June of 2010.

What have the various requests turned up over the last two years, during which time I had to overcome the roadblocks from Nathan Poore to obtain documentation on the waste of our tax dollars?

1. Overpaying for copy equipment, supplies, and service to Specialized Purchasing Consultants (SPC) by 11% over the retail cost in a five-year contract due to no bids on file and sending thousands of dollars to a New Hampshire Company, while Portland and Scarborough canceled their contracts with SPC. EX. 12 to 15
2. Overpayment of \$274,000 for heating oil due to no bids on file. EX. 16
3. Paying over \$26,000 in bank fees while having an average monthly balance of over \$433,000 due to no bids on file. EX. 17 to 28
4. Overpaying for electricity through Maine Power Options (MPO), a State sponsored organization, by over \$107,000 due to no bids on file and sending thousands of dollars to a Connecticut company. EX. 29 to 32
5. Overpaying Business Equipment Unlimited (BEU) by over \$26,000 in a three-year contract due to no bids on file and sending thousands of dollars to a New Hampshire company. EX. 33
6. Overpaying W.B. Mason 20% for office supplies every year until a consultant was hired to reduce that cost by \$32,800 due to no bids on file. The consultant took half the savings as his fee of \$16,400. EX. 34 to 35
7. Selling athletic field lights for a loss of \$44,000 in order to substitute new field lights in the contract for the new elementary school just completed for

an additional \$137,702. Which makes the new lights real cost of \$181,702
EX. 36 to 39

8. Disposal of the previous artificial turf, due to improper storage rendering it useless, that had an estimated cost of \$127,000 to be replaced with what is reported to have cost \$400,000. EX. 40 to 41 (see Cape cost)

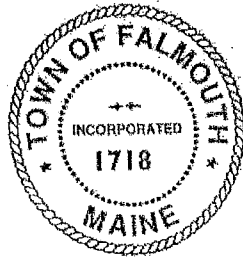
These requests developed over \$1,000,000 in overspending, wasted money, and mismanagement of our tax dollars.

I respectfully request you strengthen the FOAA Law by requiring a time limit to answer the question, requiring the answer and billing hours be certified as to their truthfulness, and require the answer to be in a format that is generally used in the responder's system, such as Excel if requested.

Thank you for the opportunity to bring this information to your attention.

Michael Doyle
3 Shady Lane
Falmouth, ME 04105
207.766.6644

Ex. 1

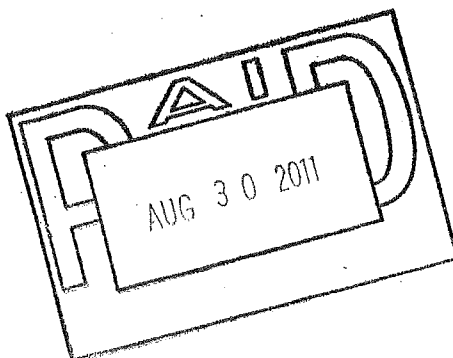


**Invoice – Michael Doyle
Freedom of Access Request
July 14, 2011**

Re: Nepotism/James Tolan Check History

Staff time to produce a response to the FOAA request
1.5 hours x \$10.00 = \$15.00 (2.5 hours total, first hour free)
Total = \$15.00

Please remit payment by August 15, 2011, and make check payable to:
Town of Falmouth



Ex. 2

Re: FOAA REQUEST ATTACHED

From: **Pauline Aportria** (pauline_aportria@cape.k12.me.us)

Sent: Tue 5/11/10 8:01 AM

To: Michael Doyle (seller99@msn.com)

Cc: Alan H. Hawkins (ahawkins@cape.k12.me.us)

2 attachments

08-09 Teacher Sal & Ben.xls (36.0 KB) , 09-10 Teacher Sal & Ben.xls (36.5 KB)

Attached is the information you requested from the Cape Elizabeth School Department.

--Pauline Aportria, Business Manager

Pauline Aportria, Business Manager
Cape Elizabeth School Department
(207)799-2217 fax (207)799-2914
pauline_aportria@cape.k12.me.us

Ex. 3

May 4, 2010

Cape Elizabeth School Dept.

FOAA REQUEST

This is to request that the Cape Elizabeth School Dept. provide me with access to public or copies of records in the possession or custody of the School Dept. showing the following information by year for each School Dept. employee covered by the Agreement with the Cape Teachers Association for the school years below:

1. Salary of each employee per the "Schedule A- Teacher Scale" and the name and position of each employee.
2. Gross pay of each employee.
3. The benefits or fringes provided to each employee and the cost of, or the value of, the benefit or fringe.

I am requesting access to this information for these school years:

2008/2009

2009/2010

If available please send them in excel spread sheet format as an attachment to your reply.

THIS REQUEST IS MADE PURSUANT TO THE MAINE FREEDOM OF ACCESS ACT.

Michael Doyle
Falmouth, ME
seller99@msn.com
766.6644

CAPE ELIZABETH SCHOOL DEPARTMENT - EMPLOYEES COVERED BY CAPE ELIZABETH EDUCATION ASSOCIATION/MEA/NEA AGREEMENT

CAPE ELIZABETH SCHOOL DEPARTMENT - EMPLOYEES COVERED BY CAP-E ELIGIBILITY REQUIREMENTS												
Position	NAME Last	NAME First	08-09 SALARY	08-09 STIPEND	08-09 TOTAL SALARY	08-09 Health Benefit	08-09 Dental Benefit	08-09 Life Benefit	08-09 Taxes Benefit	08-09 Total Benefit	08-09 TOTAL SALARY & BENEFITS	
			\$8,326,447.69	\$246,717.98	\$8,573,165.67	\$1,587,878.78	\$32,700.00	\$1,508.00	\$147,756	\$1,769,843	\$10,343,008	
Library	PC	Robinson	Shari	\$4,700.00	\$72,761.49	\$12,576	\$250	\$13	\$1,316	\$14,155	\$86,917	
Teacher	HS	Hayward	Christopher	\$9,261.60	\$68,533.59	\$15,307	\$250	\$0	\$1,150	\$16,707	\$85,241	
Teacher	MS	Walsh	Kathy	\$2,730.00	\$68,177.51	\$15,307	\$250	\$13	\$1,267	\$16,837	\$85,014	
Guidance	MS	Sturgeon	Kim	\$1,950.00	\$68,067.02	\$15,307	\$0	\$0	\$1,280	\$16,586	\$84,653	
Teacher	HS	Efron	Michael	\$2,000.00	\$70,061.49	\$12,576	\$250	\$13	\$1,316	\$14,155	\$84,217	
Library	HS	Bell	Joyce	\$4,095.00	\$69,274.06	\$12,576	\$250	\$0	\$1,262	\$14,088	\$83,362	
Guidance	HS	Merrill	Sharon	\$3,250.00	\$75,896.74	\$5,580	\$250	\$0	\$350	\$6,180	\$82,076	
Teacher	HS	Worthley	Doug	\$7,404.47	\$65,369.47	\$15,307	\$250	\$13	\$1,126	\$16,695	\$82,065	
Teacher	HS	Shroder	Joel	\$4,472.00	\$64,234.11	\$15,307	\$250	\$13	\$1,160	\$16,729	\$80,963	
Teacher	HS	Nilsen	Elizabeth	\$2,100.00	\$63,822.59	\$15,307	\$250	\$13	\$1,197	\$16,766	\$80,589	
Teacher	HS	Raymond	Ben	\$13,939.64	\$63,997.35	\$15,307	\$250	\$13	\$976	\$16,546	\$80,543	
Teacher	MS	White	Terry	\$1,300.00	\$63,022.59	\$15,307	\$250	\$13	\$1,197	\$16,766	\$79,789	
Teacher	HS	Peary	David	\$1,150.00	\$62,872.59	\$15,307	\$250	\$13	\$302	\$15,871	\$78,744	
Teacher	PC	Swift	Rebecca	\$1,150.00	\$62,872.59	\$15,307	\$250	\$13	\$302	\$15,871	\$78,744	
Teacher	PC	Dulac	Mary	\$4,700.00	\$61,717.43	\$15,307	\$250	\$0	\$1,108	\$16,664	\$78,382	
Teacher	HS	Ray	James	\$5,834.40	\$62,525.08	\$15,307	\$250	\$13	\$279	\$15,849	\$78,374	
Teacher	MS	Ramsbotham	Claire	\$1,150.00	\$61,565.60	\$15,307	\$250	\$0	\$1,172	\$16,729	\$78,294	
Teacher	MS	Doane	Joe	\$5,300.54	\$62,317.97	\$15,307	\$250	\$13	\$281	\$15,851	\$78,169	
Teacher	HS	Trippe	Laura	\$195.00	\$60,937.35	\$15,307	\$250	\$13	\$1,178	\$16,748	\$77,685	
Nurse	MS	Tselikis	Julie		\$61,722.59	\$15,307	\$250	\$0	\$302	\$15,858	\$77,581	
Teacher	PC	Saffer	Susan	\$2,600.00	\$64,322.59	\$12,576	\$250	\$0	\$302	\$13,128	\$77,450	
Guidance	HS	Snell	Belinda	\$1,150.00	\$70,197.12	\$5,580	\$250	\$13	\$1,335	\$7,178	\$77,375	
Teacher	HS	Gwyther	Alison	\$2,350.00	\$60,641.75	\$15,307	\$250	\$13	\$1,132	\$16,452	\$77,093	
Teacher	MS	Welch	Margaret	\$975.00	\$62,697.59	\$12,576	\$250	\$13	\$1,197	\$14,036	\$76,733	
Teacher	HS	Ghidoni	Tony	\$1,300.00	\$59,918.49	\$15,307	\$250	\$13	\$1,138	\$16,708	\$76,626	
Teacher	MS	Strout	Andrew	\$3,908.80	\$60,599.48	\$15,307	\$250	\$0	\$279	\$15,836	\$76,436	
Teacher	HS	Lizotte	Tom	\$9,145.00	\$69,233.86	\$5,580	\$250	\$13	\$1,166	\$7,009	\$76,242	
Teacher	HS	Ely	Dwight		\$62,016.67	\$12,576	\$250	\$0	\$1,202	\$14,028	\$76,045	
Teacher	HS	Brewington	William		\$59,271.99	\$15,307	\$250	\$13	\$1,150	\$16,720	\$75,992	
Teacher	HS	Guerrette	Shawn	\$4,945.20	\$68,922.35	\$5,580	\$250	\$0	\$1,239	\$6,819	\$75,741	
Teacher	HS	Newell	Christine		\$58,651.17	\$15,307	\$250	\$13	\$1,139	\$16,708	\$75,360	
Teacher	MS	Michand	Jamie		\$58,618.49	\$15,307	\$250	\$13	\$1,138	\$16,708	\$75,326	
Teacher	HS	Rioux	Roger		\$58,363.94	\$15,307	\$250	\$0	\$1,095	\$16,652	\$75,016	
Teacher	MS	Lawler-Rohner	Marguerite	\$2,000.00	\$58,291.75	\$15,307	\$250	\$13	\$1,132	\$16,702	\$74,993	
Teacher	MS	Roberts	Terese		\$58,291.75	\$15,307	\$250	\$13	\$1,132	\$16,702	\$74,993	
Teacher	HS	Pendarvis	Mark		\$58,291.75	\$15,307	\$250	\$0	\$1,132	\$16,689	\$74,980	

Ex. 4

Ex. 5

FOAA Invoice
August 31, 2010

Michael Doyle
3 Shady Lane
Falmouth, ME 04105

7 hrs. Compiling of data and review (teachers' pay and benefits for the past 3 years)
by Accountant and Director of Finance & Operations

7 hrs @ \$10 per hour - \$70.00
Cost of CD - \$1.20

Total Due: \$71.20

Payable to: Falmouth Schools
51 Woodville Road
Falmouth, ME 04105

Due Date: 30 days

Ex. 6

TOLAN COAST GUARD DUTY

From: **Michael Doyle** (seller99@msn.com)
Sent: Thu 8/18/11 3:09 PM
To: NATHAN POORE (npore@town.falmouth.me.us)

Nathan,

Thank you for your recent answers received today by USPS.

You note that Chief Tolan was on "...assignment to assist the Harbor Master and the USGC on July 24, 2011...", provide a copy of the signed order that initiated this duty with the Coast Guard. If this was an emergency call for service, provide that incident number. This is not a request for the Emergency Communication logs records at this time.

This is a FOAA request.

Michael Doyle

Town of Falmouth, Maine



Ex. 7

September 7, 2011

Mr. Michael Doyle
3 Shady Lane
Falmouth, ME 04105

Mr. Doyle,

I am responding to a request outlined in your recent email as follows: *"You note that Chief Tolan was on "...assignment to assist the Harbor Master and the USGC on July 24, 2011..."", provide a copy of the signed order that initiated this duty with the Coast Guard. If this was an emergency call for service, provide that incident number."*

We do not have any documents that fit these parameters. The Coast Guard does not utilize written orders when they ask other agencies, i.e., Falmouth Marine Unit, Maine Marine Patrol, Portland Harbormaster and other harbormasters, to support and assist them. This is considered a mutual aid response, similar to when we assist neighboring police departments or they assist us.

Regards,

A handwritten signature in cursive script that reads "Melissa Tryon".

Melissa Tryon
Administrative Assistant

Ex. 8

RE: COMMENT REQUESTED ON STORY

From: **Smith, Glynn CDR** (Glynn.C.Smith@uscg.mil)
Sent: Tue 9/06/11 3:44 PM
To: Michael Doyle (seller99@msn.com)

Mike,

I have forwarded your e-mail to our Public Affairs office. They should be in touch with you shortly. If not, please follow up with me.

V/r

CDR Glynn Smith

Sent with Good (www.good.com)

-----Original Message-----

From: Michael Doyle [<mailto:seller99@msn.com>]
Sent: Tuesday, September 06, 2011 03:31 PM Eastern Standard Time
To: Smith, Glynn CDR
Subject: COMMENT REQUESTED ON STORY

Commander Smith:

I am a reporter for www.falmouthnews.me in Falmouth, ME. We have a story running called Lobster Boat Races Update where our Police Chief was caught using our Police Boat for his personal recreation and claimed that the USCG required this use.

Does the CG have any comment on being falsely implicated in a government corruption cover up lie using the USCG to further a conspiracy to defraud Falmouth tax payers by theft, of over \$1,300 in marine fuel?

I look forward to your reply.

Michael Doyle
207.766.6644

Ex. 10

(No Subject)

From: Nathan Poore (npoores@town.falmouth.me.us)

Sent: Wed 6/02/10 7:26 AM ✓

To: 'Michael Doyle' (seller99@msn.com)

Attachments:

council rules.JPG (583.1 KB), PPH_Opinion.jpg (5.9 KB), Falmouth Town Council Resolution-3.doc (24.5 KB), pls call.eml (22.0 KB), please read resolution asap.eml (23.9 KB), bully.doc (25.0 KB), Sec22RuleChange.doc (26.0 KB), Falmouth Town Council Resolution-3.doc (24.5 KB), image001.png (6.9 KB), TC PISTNER \$200.doc (38.5 KB), TC NATHAN FOAA TONW LAWYER.doc (26.5 KB), council rules.JPG (583.1 KB), image001.png (6.9 KB), L-Falmouth-5.12.10.pdf (82.1 KB), Sec22RuleChange (2) May 24, 2010.doc (67.0 KB), image001.png (6.9 KB), L-Falmouth-5.12.10.pdf (82.1 KB), Sec22RuleChange (2) May 24, 2010.doc (67.0 KB), image001.png (6.9 KB), Rule Change -- Pierce.doc (22.0 KB), council rules.mht (809.8 KB), All Councilors.mht (8.2 KB), Council Rules.mht (7.4 KB), Portland City Council.mht (22.4 KB), MCLU Op-Ed Sunday.mht (22.3 KB), Fw revised resolution.mht (37.2 KB), FOAA Request on Resolution and Rules.mht (53.5 KB), RE Rule Change.mht (24.4 KB), RE Council Rules Amendments.mht (12.4 KB), RE FOAA REQUEST.mht (114.4 KB), RE MCLU Letter to Falmouth Town Council.mht (23.9 KB), RE FOAA request.mht (8.2 KB), RE FOAA REQUEST.mht (9.2 KB), RE FOAA REQUEST.mht (14.6 KB), RE FOAA REQUEST.mht (9.9 KB), RE FOAA REQUEST.mht (26.4 KB), FW FOAA REQUEST.mht (74.5 KB), RE FOAA REQUEST.mht (19.6 KB), FOAA REQUEST.mht (39.7 KB), RE FOAA REQUEST.mht (23.6 KB), RE FOAA REQUEST.mht (16.4 KB), RE FOAA REQUEST.mht (10.4 KB), RE FOAA REQUEST.mht (13.9 KB), FW council rules.mht (812.9 KB), RE council rules.mht (13.7 KB), FW MCLU Letter to Falmouth Town Council.mht (147.2 KB), FW Sec22RuleChange (2) May 24, 2010.mht (95.5 KB), FW MCLU Letter to Falmouth Town Council.mht (139.4 KB), Sec22RuleChange (2) May 24, 2010.mht (95.0 KB), FW MCLU Letter to Falmouth Town Council.mht (32.8 KB), Rule Change.mht (53.0 KB), RE FOAA REQUEST.mht (10.1 KB), MCLU.mht (7.9 KB), RE Council Rules Amendments.mht (24.6 KB), Doyle Invoice June 2, 2010.doc (27.0 KB)

Mr. Doyle,

I have attached all recorded documents in the Town's possession relating to the FOAA request made by you on May 16, 2010 and clarified in an email sent by you on May 20, 2010. There may be additional information related to the proposed Council Rules within the attached documents. This completes my response to your FOAA request regarding this matter.

Per previous communications with you, I am considering all FOAA requests for records about Town Council related business from you as one continuing or rolling FOAA request. We have offered the first hour of time, for previous FOAA requests, at no charge and in accordance with the state law. I have attached an invoice for the time spent by all parties to produce a response to your FOAA request. This invoice is not negotiable and is a conservative estimate of the time spent to respond to your request. I will forward a copy of the invoice via USPS today.

Regards,

Nathan A. Poore, Town Manager

Town of Falmouth

271 Falmouth Road

Falmouth Maine 04105

Telephone: 207-761-5253 ext 5314

Email: npoores@town.falmouth.me.us

Ex. 11

Town of Falmouth, Maine

July 28, 2011 ✓

Mr. Michael Doyle
3 Shady Lane
Falmouth, ME 04105

Dear Mr. Doyle:

In response to your FOAA request dated July 24, 2011 asking to inspect documents authorizing the mutual aid to the US Coast Guard in Harpswell, Maine, we will make available, copies of the Memorandum of Agreement between the United States Coast Guard and the Town of Falmouth. This document will be available for you at the Falmouth Police Station on Friday, July 29. The cost owed to the Town of Falmouth to prepare these documents is \$2.50 (0.25 hours). An invoice is attached and payment should be directed to the Town Manager. I have determined that this request is a continuing request for public information related to the operations of the Town of Falmouth Harbor operations, therefore, the first free hour of staff time has already been accounted for in previous FOAA requests made by you.

You may take the documents off site and inspect them at a location convenient for you. We require you to return the documents to the Falmouth Police Station by August 29, 2011 or make payment to the Town of Falmouth for the cost of copying the documents. The charge to keep the documents beyond August 29, 2011 will be \$0.10/copy.

Regards,



Nathan Poore
Town Manager



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Ex 12

CONTRACT

THIS CONTRACT (the "Contract") is made this 31 day of July, 2007 by and between Specialized Purchasing Consultants ("Contractor" or "SPC") and «Town of Falmouth» ("Client"). For and in consideration of the mutual covenants and performance set forth herein, Contractor and Client agree as follows

Skip Tilton
President

Corporate Office:
PO Box 190
Gorham, NH 03581
(800) 750-1538
(866) 281-7596 Fax

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

1. **Term.** a. The term of this Contract is five years from the date hereof, unless earlier terminated or extended by written agreement of the parties; terminated pursuant to sub-paragraph b; or extended pursuant to paragraph 7.
b. The Client may terminate this Contract at any time for any reason, after one year following an extension of this Contract to effect an upgrading of equipment covered by this Contract, provided that Client provides Contractor with 30 days written notice and further provided that, if at the time of termination there are bids from vendors to effect an upgrading of equipment covered by this Contract that have been presented by Contractor to Client and Client enters into a contract with any other person to provide the same or similar services covered by the bids any time within one year of the termination, then Client shall be liable to the Contractor for the fees which Contractor would have been due had Client accepted any of the bids during the term of this Contract.
 2. **Fees.** The fees payable by Client to Contractor under this Contract are: (a) eleven percent (11%) of the Total Cost Per Copy of all copies scheduled to be made on all service and supply agreements for reprographic equipment (Photocopiers, High-Speed Duplicators, Network Printers, or other equipment) leased, purchased, lease-purchased, financed, refinanced, or refunded by Client as a result of services performed by Contractor under this Contract (In other words, if the Total Cost Per Copy for services and supplies for equipment leased, purchased, lease-purchased, financed, refinanced, or refunded as a result of services performed by Contractor under this Contract is \$.0065 per scheduled copy, the Contractor's fee is \$.00715 per such copy); and (b) eleven percent (11%) of the principal amount (cost) of all such reprographic equipment. (In other words, if the total principal amount of reprographic equipment leased, purchased, lease-purchased, financed, refinanced, or refunded by Client as a result of services performed by Contractor under this Contract is \$3,000, the Contractor's fee is \$330). The "Total Cost Per Copy" for equipment covered by this Contract is defined as the total cost per copy charged for service and supply contracts between Client and servicing vendors for equipment acquired by Client as a result of services performed by Contractor under this Contract. Excluded from such service and supply contracts are the cost of paper described in subparagraph (m) below and the cost of staples. No fees are payable by Client to Contractor hereunder, other than the \$400 retainer described in Paragraph 8 hereof, unless Client accepts a bid for reprographic services arranged by Contractor pursuant to this Contract, or unless Client breaches this Contract under Paragraph 4 hereof.
- SPC guarantees that Client's initial new total cost of obtaining and operating reprographic equipment pursuant to this Contract will be less than Client's current total cost of obtaining and operating Client's current reprographic equipment, even after SPC's fees have been included in this new total cost. If SPC fails to achieve this, SPC will terminate this Contract, refund SPC's retainer received from Client, and provide an additional \$500.00 check to Client to cover any loss of time on Client's part.
3. **Services Performed By Contractor.**
 - a. **Initial Needs and Capabilities Analysis.** Contractor will provide to Client a written Initial Needs and Capabilities Analysis of Client's existing reprographic system including Client's current photocopiers, offset presses, high-speed duplicators, and outside printing requirements. Based on this Initial Needs and Capabilities Analysis, Contractor will design, with Client's approval, an overall reprographic system for Client, with the goal of increasing Client's reprographic capabilities, while reducing Client's reprographic costs. Specifically, throughout the term of this Contract, Contractor will provide Client with initial long-term service and supply contract savings and capital savings of up to two-thirds of retail. Annually thereafter, Contractor will provide Client with guaranteed ceilings on any annual price increases for service and supply contracts covering equipment obtained under this Contract of 5% or the annual increase in the Consumer Price Index (CPI-U), whichever is less.
 - b. **Annual Use Report.** On an annual basis hereafter, Contractor will provide to Client a written Annual Use Report analyzing the use of reprographic equipment and services and supplies by Client, with recommendations that identify for Client how to use such equipment, services and supplies, and other items in the most efficient and effective manner possible.
 - c. **Two-Year Needs and Capabilities Analysis.** Every two years hereafter, Contractor will perform a Needs and Capabilities Analysis for Client covering the same matters contained in the Initial Needs and Capabilities Analysis. Client must provide written authorization to Contractor to perform the Two-Year Needs and Capabilities Analysis.
 - d. **Bid Specifications.** Based on the results of the Initial Needs and Capabilities Analysis, Annual Use Report, and Two-Year Needs and Capabilities Analysis, as applicable, Contractor will prepare and distribute bid specifications to qualified contractors to obtain for Client reprographic equipment and services desired by Client.
 - e. **Selection of Vendors.** Contractor will analyze all bids received by Client for reprographic equipment and services pursuant to subparagraph (d) above and make recommendations to Client regarding how Client can obtain the most effective and lowest-cost reprographic equipment and services.

"Protecting Your Copying Interests"



Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
PO Box 190
Gorham, NH 03581
(800) 750-1538
(866) 281-7596 Fax

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
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- f. **Negotiation With Vendors.** After bids described in subparagraph (e) above are received, if further negotiation with vendors on behalf of Client is desired by Client, Contractor will undertake such negotiations with vendors at Client's direction so that contracts in compliance with Client's requirements can be executed.
 - g. **Financing.** Contractor will arrange tax-exempt lease-purchase financing or other appropriate financing for the reprographic equipment selected by Client. Contractor shall submit all transactions to Contractor's bond counsel listed in the Bond Buyer's Municipal Marketplace ("Bond Counsel"), at no cost to Client, for the preparation of all documents, for legal compliance review, and for the provision of any legal validity and tax opinions necessary to complete and finance such transactions. In addition, Client may arrange, at Client's sole expense, for its own counsel ("Issuer Counsel") to participate in the transaction.
 - h. **Assumption of Existing Contracts.** Contractor will assume all financial obligations and hold Client harmless from such obligations under all existing contracts, leases, or financing agreements to which Client is a party and relating to all equipment being leased, purchased, lease-purchased, financed, refinanced, or refunded pursuant to this Contract. In order to facilitate the payment by Contractor of all obligations of Client under such contracts, leases, or financing arrangements, Client hereby authorizes Contractor, to change the billing addresses on such contracts, leases, or financing arrangements to the business address of Contractor. Client also agrees to hold Contractor harmless for, and to pay, any Federal, State, or local taxes lawfully assessed and due, now or hereafter, upon all equipment covered by such contracts, leases, or financing agreements being repaid by Contractor pursuant to this Contract. Any such equipment being leased, purchased, lease-purchased, financed, refinanced, or refunded pursuant to this Contract will be identified in a Five Year Equipment Schedule prepared by Contractor pursuant to subparagraph (l) below.
 - i. **Cancellation and Renegotiation of Existing Service Contracts and Establishing New Service Contracts.** Contractor, at Client's direction, will cause existing service and supply contracts for reprographic equipment used by Client to be cancelled, and will negotiate new service and supply contracts at new terms acceptable to Client, including full replacement warranties for all equipment identified by Client. Contractor's fee for such a service shall be eleven percent (11%) of the Total Cost per Copy of all copies scheduled to be made under such service and supply contracts, as described in paragraph 2(a) above.
 - j. **Annual Monitoring of Service Contracts.** During the term of this Contract, Contractor will monitor annually all reprographic service and supply contracts entered into by Client to verify correct billing and to identify over-usage and under-usage of particular equipment.
 - k. **Installation of Equipment.** After contracts have been awarded to vendors for reprographic equipment pursuant to this Contract, Contractor will communicate with such vendors to assure proper installation of equipment pursuant to the terms of any applicable lease-purchase or other financing agreement and to assure proper commencement of service and supply contracts.
 - l. **Provision of Equipment Replacement Schedule.** Contractor will provide to Client, and will update as necessary, a Reprographic Equipment Replacement Schedule for all equipment to be replaced, reconditioned, upgraded, or otherwise covered by this Contract.
 - m. **Provision of Annual Paper Bid.** Contractor will submit an annual paper bid to Client designed to provide Client with the highest quality paper consistent with Client's needs, at the lowest possible cost. Contractor's fee for such a paper bid shall be contained within the price quoted. Client is under no obligation to accept any such bids for paper. If Client chooses not to accept any such bids for paper for any reason, then Client is under no obligation to pay Contractor for any fees associated with providing such bids for paper.
 - n. **Provision of Key Operator Instruction Forms.** Contractor will provide Client with a Key Operator Instruction Form for posting adjacent to each copying machine of Client describing proper use, key operator name, machine serial number, life expectancy of such machine, location and telephone number of vendor's service manager, and warranties for the machine.
 - o. **Annual Equipment Performance Survey.** Contractor will submit an annual copying machine performance survey to the key operator of each machine to assure continuing reliability of each machine and to identify poorly operating equipment. Based on this survey, and based on ongoing input from Client, Contractor will assure that appropriate servicing vendors repair or replace any equipment covered by this Contract to Client's satisfaction.
4. **Exclusive Agency for Bidding and Selection of Vendors and Equipment.** All bidding, analysis, and selection of vendors and equipment by Client pursuant to this Contract shall be effected exclusively through Contractor. If, during the term of this Contract, Client executes a contract separate from Contractor with any vendor to provide services or equipment such as that covered by this Contract, then Client shall be in breach of this Contract and shall pay to Contractor all fees due and unpaid by Client to Contractor under this Contract, including all fees which would have been payable by Client to Contractor under this Contract had Client accepted an actual bid meeting the terms of this Contract and arranged by Contractor for Client under this Contract, plus all costs including attorney's fees incurred by Contractor to collect such fees. If Client rejects all of the bids arranged by Contractor for Client pursuant to this Contract, then Contractor shall be allowed exclusively to re-bid for Client the services and equipment desired by Client according to Client's specifications.
 5. **Warranties.** Throughout the term of this Contract, Contractor will attempt to obtain for Client from vendors five-to-ten-year average warranties on all new equipment obtained for Client under this Contract, five-year average warranties for all reconditioned equipment obtained for Client under this Contract, and three-to-five year average warranties for all existing equipment of Client left in place and monitored by Contractor under this Contract. If, for any reason, a vendor cannot or does not perform its obligations to Client under such a warranty given to Client by such a vendor, Contractor shall perform such obligations to Client.

"Protecting Your Copying Interests"



Ex. 14

Specialized Purchasing Consultants, Corp.

Serving Maine, New Hampshire & Vermont since 1988

Skip Tilton
President

Corporate Office:
PO Box 190
Gorham, NH 03581
(800) 750-1538
(866) 281-7596 Fax

Corporate Email Address:
stilton@spccopypro.com

VISIT US ON THE WEB:
www.spccopypro.com

6. **Equipment Upgrades and Adjustment of SPC Fees.** If any equipment which is covered by this Contract is upgraded or replaced during the term of this Contract, then Total Cost Per Copy fees payable by Client to Contractor under paragraph 2(a) above shall be adjusted by the net increase or decrease in copy volume from the original copy volume negotiated by Contractor for Client pursuant to this Contract. (For example, three years after execution of this Contract, Contractor is asked to do an upgrade by Client on certain of Client's equipment. After the upgrade is approved by Client, total copy volume on Client's equipment is scheduled to be 2,000,000 copies per year for the remaining two years of this Contract instead of the 1,500,000 copies per year originally scheduled under this Contract. Under such circumstances, Contractor would be entitled to receive a fee under paragraph 2(a) above including the additional 500,000 copies per year scheduled under the upgrade for the remaining two years of the Contract).

7. **Extending Contract Term.** If, in carrying out the provisions of this Contract, Contractor, with Client's written approval, negotiates for Client an equipment or service and supply contract that extends beyond the original term of this Contract, then the term of this Contract shall be extended automatically to a date that coincides with the latest expiration date of any such equipment or service and supply contract, subject to the Client's right of termination in paragraph 1.

8. **Retainer.** Upon execution of this Contract, Client agrees to pay Contractor a retainer of \$400.00. This amount shall be credited in its entirety, however, to any fee earned by Contractor on the selection of reprographic equipment or services by Client pursuant to this Contract.

9. **Economic Municipal Relief Fund.** Manufacturers of reprographic equipment sometimes give rebates to vendors for reprographic equipment sold or otherwise disposed of by such vendors, and such vendors sometimes forward a portion of such rebates to Contractor. It is the practice of Contractor to use any such rebates received by Contractor exclusively for the benefit of its clients by reducing the costs of leases, purchases, or lease-purchases of equipment to its clients, providing free equipment to its clients, or providing other services to its clients with no cost to such clients. Contractor has established an Economic Municipal Relief Fund Account to handle such expenditures for the benefit of its clients. During the 2004 - 2005 economic and municipal school year, approximately \$125,000 in equipment or services was provided by Contractor to its clients from this fund.

No Conflicts-of-Interest by Contractor. Contractor warrants to Client that Contractor has no monetary or other self-interest in the selection of any vendor to provide reprographic equipment or services to Client pursuant to this Contract, and that the performance of Contractor's obligations pursuant to this Contract shall be solely in the interests of Client to provide Client with the best possible reprographic equipment and services at the lowest possible price.

CLIENT

Company

Town of Falmouth

Signature

X

Authorized by (please print)

Nathan Poore

Title

Address 1

271 Falmouth Road

Address 2

City, State, Zip

Falmouth, Maine 04105

Telephone Number

207-781-5253

Fax Number

207-781-3640

E-mail address

CONTRACTOR (SPECIALIZED PURCHASING CONSULTANTS)

Signature

X

SPC Contact-

SPC Corporate
Signature

Skip Tilton

"Protecting Your Copying Interests"

Ex. 15

FW: SPC contract

From: **Nathan Poore** (npoores@town.falmouth.me.us)
Sent: Tue 5/11/10 11:10 AM
To: 'Michael Doyle' (seller99@msn.com)
Cc: DAN O'SHEA (doshea@fps.k12.me.us); Randy Davis (rdavis@town.falmouth.me.us)
1 attachment
SPC - July 2007.pdf (180.1 KB)

Mr. Doyle,

I have attached a copy of the SPC contract. We do not have any additional recorded contract or bidding related documents. This completes our response to your FOAA request regarding printing, photocopying, etc related contracts and bidding documents.

Nathan A. Poore, Town Manager
Town of Falmouth
271 Falmouth Road
Falmouth Maine 04105

Telephone: 207-781-5253 ext 5314
Email: npoores@town.falmouth.me.us

Under Maine's Freedom of Access ("Right to Know") law, all e-mail and e-mail attachments received or prepared for use in matters concerning Town business or containing information relating to Town business are likely to be regarded as public records which may be inspected by any person upon request, unless otherwise made confidential by law.

HEATING OIL RATES

Month	Avery Oil	Webber Oil	Difference (-)	Gallons	Savings/ (More)
10-08	1.90	2.49	.59	12,281	\$ 7,245
12-08	1.60	to	.99	12,505	12,380
01-09	1.38	10-09	1.11	16,400	18,204
02-09	1.39		1.10	16,079	17,686
03-09	1.20		1.29	31,022	40,018
04-09	1.26		1.35	12,559	16,955
05-09	1.14		1.35	2,992	4,039
06-09	1.14		.94	8,872	8,340
07-09	1.55		1.09	none	N/A
08-09	1.40		1.09	none	N/A
09-09	1.58		.91	none	N/A
10-09	1.73	1.93	.20 & .29	5,999	1,200
11-09	1.86	Lunt 2.02	N/A	none	N/A
12-09	1.93	"	-- & .09	16,464 & 1046	94
01-10	2.09	"	(.16) & (.07)	25,440 & 544	4,070 & 38 = (4,108)

1. Net savings \$126,161 less \$4,108 over Webber cost = Net Overpayment \$122,053

2. Gallons based on invoice date and rounded to nearest gallon

3. Rates supplied by Sally Avery sister of owner

4. **Avery rates net of .40 residential discount. Commercial discount 2.25 times greater (\$274,619 total \$90,041 in March)**

5. Rates rounded up to next cent ie. 1.599 is stated as 1.60 for both companies

Ex. 16



Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

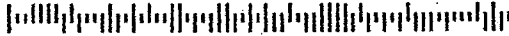


JANUARY

Ex. 17

H

Page 1 of 12
Statement Period
01/01/10 through 01/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 02/05 0 0134 307 000 003402 #002 SP 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call
1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$574,016.20
Statement Period	01/01/10 through 01/31/10	Amount of Deposits/Credits	\$8,161,811.56
Number of Deposits/Credits	143	Amount of Withdrawals/Debits	\$8,041,864.91
Number of Withdrawals/Debits	373	Statement Ending Balance	\$693,962.85
Number of Days in Cycle	31	Average Ledger Balance	(\$565,923.33)
		Service Charge	\$3,676.31

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

Ex. 18 H H

TOWN OF FALMOUTH

Page 2 of 12
 Statement Period
 02/01/10 through 02/28/10
 E00 P PA 0A 49
 Enclosures 0
 Account Number 0000 6600 2128

Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$693,962.85
Statement Period	02/01/10 through 02/28/10	Amount of Deposits/Credits	\$3,491,460.87
Number of Deposits/Credits	126	Amount of Withdrawals/Debits	\$4,052,559.51
Number of Withdrawals/Debits	372	Statement Ending Balance	\$132,864.21
Number of Days in Cycle	28	Average Ledger Balance	(\$240,039.68)
		Service Charge	\$1,694.49

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned		Withholding Year-to-Date	\$0.00
This Statement Period	0.00%		

Deposits and Credits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
02/01		3,586.11	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900629009207350
02/01		1,039.37	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900629005682605
02/01		954.95	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900629005682580
02/01		910.90	Deposit	813001170721416
02/01		301.60	Deposit	813001170721411
02/01		61.80	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900629009207364
02/02		331,891.29	Bofa-Trust 61-16-204-8503447 Trust Cr. Transfer	949002023101162
02/02		68,291.08	Deposit	813001170091715
02/02		3,006.93	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900633011609183
02/02		751.85	Deposit	813000170782627
02/02		685.99	Deposit	813000170782634
02/02		31.00	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900633011609206
02/03		59,885.51	Deposit	813000870625732
02/03		53,902.75	Bofa-Trust 61-16-204-8503447 Trust Cr. Transfer	949002033101576
02/03		2,157.85	Stateofmaine Cln Des:Payment ID:201001291324814 Indn:Falmouthme.Finance Co ID:5010532275 Ccd	900633012292887
02/03		856.16	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900633011609202
02/03		80.40	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900633011609208



Bank of America



Bank of America, N.A.
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Tampa, FL 33622-5118

MARCH

Ex. 19

H

Page 1 of 14
Statement Period
03/01/10 through 03/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128

BD 04/07 0 0134 874 1 608 011390 #002 MB 0.507

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

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Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$132,864.21
Statement Period	03/01/10 through 03/31/10	Amount of Deposits/Credits	\$5,767,576.25
Number of Deposits/Credits	176	Amount of Withdrawals/Debits	\$5,619,653.66
Number of Withdrawals/Debits	453	Statement Ending Balance	\$280,786.80
Number of Days in Cycle	31	Average Ledger Balance	\$225,612.77
		Service Charge	\$1,674.70

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

**Bank of America**

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Tampa, FL 33622-5118

APRILEx. 20

H-1

Page 1 of 12
Statement Period
04/01/10 through 04/30/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128

BD 05/05 0 0134 620 2 824 006181 #002 MB 0.507

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C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

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Tampa, FL 33622-5118



Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$280,786.80
Statement Period	04/01/10 through 04/30/10	Amount of Deposits/Credits	\$10,926,728.64
Number of Deposits/Credits	157	Amount of Withdrawals/Debits	\$10,824,770.30
Number of Withdrawals/Debits	332	Statement Ending Balance	\$382,745.14
Number of Days in Cycle	30	Average Ledger Balance	\$564,432.69
		Service Charge	\$2,099.53

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00



Bank of America



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Tampa, FL 33622-5118

MAY

Ex. 21

H

Page 1 of 13
Statement Period
05/01/10 through 05/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 06/02 0 0134 802 2 692 027227 #002 AT 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

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1.888.400.9009

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P.O. Box 25118
Tampa, FL 33622-5118



Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$382,745.14
Statement Period	05/01/10 through 05/31/10	Amount of Deposits/Credits	\$10,621,883.00
Number of Deposits/Credits	178	Amount of Withdrawals/Debits	\$10,586,723.23
Number of Withdrawals/Debits	422	Statement Ending Balance	\$417,904.91
Number of Days in Cycle	31	Average Ledger Balance	(\$697,132.82)
		Service Charge	\$2,274.38

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

TOWN OF FALMOUTH

Page 2 of 3
 Statement Period
 06/01/10 through 06/30/10
 E00 P PA 11 43
 Enclosures 0
 Account Number 0000 6600 2128

Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$417,904.91
Statement Period	06/01/10 through 06/30/10	Amount of Deposits/Credits	\$8,264,737.74
Number of Deposits/Credits	180	Amount of Withdrawals/Debits	\$8,406,839.41
Number of Withdrawals/Debits	471	Statement Ending Balance	\$275,803.24
Number of Days in Cycle	30	Average Ledger Balance	(\$568,521.74)
		Service Charge	\$2,242.84

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

Deposits and Credits

Date Posted	Customer Reference	Amount (\$)	Description	Bank Reference
06/01		63,153.00	Stateofmaine Cln Des:Payment ID:201005261504894 Indn:Falmouthme.Finance Co ID:5010532275 Ccd	900648012378362
06/01		6,823.44	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900652010869522
06/01		2,534.27	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900652010869553
06/01		2,458.98	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900652010869524
06/01		2,022.61	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900648009807525
06/01		813.35	Deposit	813000770088088
06/01		727.78	Stateofmaine Cln Des:Payment ID:201005261503613 Indn:Falmouthme.Finance Co ID:5010532275 Ccd	900648012377890
06/01		544.50	Deposit	813000770088076
06/01		102.39	Merche-Solutions Des:Merch Dep ID:000941000082526 Indn:Town Of Falmouth, Main Co ID:1943346153 Ccd	900648013630386
06/01		53.00	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900652010869549
06/01		38.00	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900652010869586
06/01		34.40	New England Inte Des:Boat ID:05070 Indn:Falmouth Co ID:2010522581 Ccd	900652010869550
06/02		38,855.87	Deposit	813000170576899
06/02		14,786.89	BofA-Trust 61-16-204-8503447 Trust Cr. Transfer	949006023101500
06/02		314.51	New England Inte Des:Rapidrenew ID:05070 Indn:Falmouth Co ID:1010522581 Ccd	900652010869576

**Bank of America**

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

JULYEx. 23 III

Page 1 of 12
Statement Period
07/01/10 through 07/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 08/09 0 0134 997 4 071 010483 #002 AV 0.460

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Customer Service Informationwww.bankofamerica.com

For additional information or service, you may call:
1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Effective 8/7/10, Overdraft Protection transfers from a savings account will generally be made for the amount required to cover the overdraft & the transfer fee. Overdraft protection can be a great way to help avoid overdrafts on your checking account. If you haven't already signed up, call the number on your statement or visit your nearby banking center.

Deposit Accounts**Public Funds Interest Checking****TOWN OF FALMOUTH****Your Account at a Glance**

Account Number	0000 6600 2128
Statement Period	07/01/10 through 07/31/10
Number of Deposits/Credits	119
Number of Withdrawals/Debits	381
Number of Days in Cycle	31

Statement Beginning Balance	\$275,803.24
Amount of Deposits/Credits	\$3,474,540.27
Amount of Withdrawals/Debits	\$3,620,069.82
Statement Ending Balance	\$130,273.69
Average Ledger Balance	(\$246,378.37)
Service Charge	\$1,808.81



Bank of America

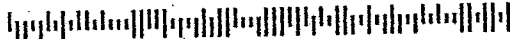
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



AUGUST

Ex. 24 H

Page 1 of 13
Statement Period
08/01/10 through 08/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 09/08 0 0134 530 755 023196 #002 AV 0.460

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

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1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$130,273.69
Statement Period	08/01/10 through 08/31/10	Amount of Deposits/Credits	\$5,488,357.42
Number of Deposits/Credits	113	Amount of Withdrawals/Debits	\$5,633,576.43
Number of Withdrawals/Debits	515	Statement Ending Balance	\$14,945.32
Number of Days in Cycle	31	Average Ledger Balance	(\$201,286.77)
		Service Charge	\$1,619.54

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00



Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



SEPTEMBER

Ex. 25

H

Page 1 of 11
Statement Period
09/01/10 through 09/30/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 10/07 0 0134 224 3 464 019935 #002 AT 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call:
1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118



Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$14,945.32
Statement Period	09/01/10 through 09/30/10	Amount of Deposits/Credits	\$6,557,053.99
Number of Deposits/Credits	147	Amount of Withdrawals/Debits	\$5,653,492.52
Number of Withdrawals/Debits	344	Statement Ending Balance	\$888,616.15
Number of Days in Cycle	30	Average Ledger Balance	(\$424,088.30)
		Service Charge	\$2,906.98

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00



Bank of America

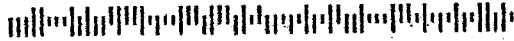


Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

OCTOBER Ex. 26

H

Page 1 of 12
Statement Period
10/01/10 through 10/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 11/03 0 0134 542 522 020505 #02 AT 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call
1.888.400.9009

Or you may write to:



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$888,616.15
Statement Period	10/01/10 through 10/31/10	Amount of Deposits/Credits	\$16,483,341.04
Number of Deposits/Credits	142	Amount of Withdrawals/Debits	\$14,860,890.50
Number of Withdrawals/Debits	393	Statement Ending Balance	\$2,511,066.69
Number of Days in Cycle	31	Average Ledger Balance	(\$911,210.43)
		Service Charge	\$1,722.05

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00



Bank of America



Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

NOVEMBER Ex. 27

H

Page 1 of 12
Statement Period
11/01/10 through 11/30/10
E00 P PA 0A 49
Enclosures 0
Account Number: 0000 6600 2128



BD 12/07 0 0134 509 559 004622 #002 AT 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Customer Service Information www.bankofamerica.com

For additional information or service, you may call:
1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$2,511,066.69
Statement Period	11/01/10 through 11/30/10	Amount of Deposits/Credits	\$11,094,983.13
Number of Deposits/Credits	148	Amount of Withdrawals/Debits	\$13,367,159.24
Number of Withdrawals/Debits	367	Statement Ending Balance	\$238,890.58
Number of Days in Cycle	30	Average Ledger Balance	(\$1,046,340.62)
		Service Charge	\$2,001.18

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00



Bank of America

Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

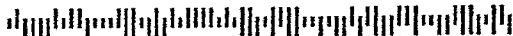


DECEMBER

Ex 28

H

Page 1 of 13
Statement Period
12/01/10 through 12/31/10
E00 P PA 0A 49
Enclosures 0
Account Number 0000 6600 2128



BD 01/07 0 0134 372 446 002607 #002 AT 0.482

TOWN OF FALMOUTH
C/O PETER A LUND
271 FALMOUTH RD
FALMOUTH ME 04105-2005

Town

Warrant Act.

Customer Service Information

www.bankofamerica.com

For additional information or service, you may call
1.888.400.9009

Or you may write to:
Bank of America, N.A.
P.O. Box 25118
Tampa, FL 33622-5118

Deposit Accounts

Public Funds Interest Checking

TOWN OF FALMOUTH

Your Account at a Glance

Account Number	0000 6600 2128	Statement Beginning Balance	\$238,890.58
Statement Period	12/01/10 through 12/31/10	Amount of Deposits/Credits	\$6,806,514.40
Number of Deposits/Credits	157	Amount of Withdrawals/Debits	\$6,929,543.61
Number of Withdrawals/Debits	454	Statement Ending Balance	\$115,861.37
Number of Days in Cycle	31	Average Ledger Balance	(\$406,013.88)
		Service Charge	\$2,787.92

Interest Information

Amount of Interest Paid	\$0.00	Interest Paid Year-to-Date	\$0.00
Annual Percentage Yield Earned This Statement Period	0.00%	Withholding Year-to-Date	\$0.00

Ex. 29

FW: THANK YOU FOR THE BILLS

From: Michael Doyle (seller99@msn.com)
Sent: Fri 4/09/10 8:01 AM
To: NATHAN POORE (npoores@town.falmouth.me.us); DAN O'SHEA (doshea@fps.k12.me.us)
Attachments:
image001.png (34.0 KB)

Some interesting observations from the state manager of Glacial. Using the school at 153,333 kwh/month average we can multiply the \$64,202 by 1.533 to get \$98,422 savings.
Your thoughts?

Michael Doyle
766.6644

From: Mike.White@glacialenergy.com
To: Bruce.Shoebottom@glacialenergy.com
CC: seller99@msn.com; doshea@fps.k12.me.us
Date: Fri, 9 Apr 2010 04:03:29 -0700
Subject: RE: THANK YOU FOR THE BILLS

Please review the Maine standard offer average .06992. MPO has not done a good job for this customer! and continues to extract critical budget dollars from their customers.

http://www.maine.gov/mpuc/electricity/standard_offer_rates/current_sorates_cmp_med.shtml

This is a great example of contracts gone bad. The best they can do is extend it and hope the extended average looks better over a greater period of time. In reality they should give back the excess profit from the first BAD contract and start fresh.

Based on the last 18 months historical average and the stability in the market 0.0791 is still too high!

. "MPO has negotiated a rate this Spring that would extend our current contract out an additional 36 months beyond Dec. 2011 at .0791/kwh.

in for electricity rates (December 2008 to December 2011) through Maine Power Options (MPO), a buying cooperative of hospitals, towns, schools, and higher education facilities. We are paying .108/kwh for electricity"

Ex. 30

Based on a 100,000 KWH use per month the last contract with MPO has cost the town an excess of \$64,202 and climbing!!! This is just with the Standard offer service from the utility as a guide line.

Glacial Energy has outperformed the standard offer and continues to do so with market indexed pricing.

Daily LMP/ISO average (price raw energy cost) + ISO ancillary fees (passed through to all suppliers at same rate) + GL Admin fee = Customer Cost

Without the need of bad contracts!!!!

Ex. 31

Monthly KWH		Last contract has cost the town		64,202		
		100,000				
Falmouth Dec 08 to Dec 10		Standard Offer	SO Cost	Contract MPO	Contract Cost	Loss
Dec-08				0.108000		
Jan-09		0.135996	\$ 13,599.60	0.108000	\$ 10,800.00	\$ 2,799.60
February		\$0.137606	\$ 13,760.60	0.108000	\$ 10,800.00	\$ 2,960.60
March		\$0.069374	\$ 6,937.40	0.108000	\$ 10,800.00	\$ (3,862.60)
April		\$0.066272	\$ 6,627.20	0.108000	\$ 10,800.00	\$ (4,172.80)
May		\$0.065548	\$ 6,554.80	0.108000	\$ 10,800.00	\$ (4,245.20)
June		\$0.068272	\$ 6,827.20	0.108000	\$ 10,800.00	\$ (3,972.80)
July		\$0.072956	\$ 7,295.60	0.108000	\$ 10,800.00	\$ (3,504.40)
August		\$0.074444	\$ 7,444.40	0.108000	\$ 10,800.00	\$ (3,355.60)
September		\$0.054236	\$ 5,423.60	0.108000	\$ 10,800.00	\$ (5,376.40)
October		\$0.058404	\$ 5,840.40	0.108000	\$ 10,800.00	\$ (4,959.60)
November		\$0.062634	\$ 6,263.40	0.108000	\$ 10,800.00	\$ (4,536.60)
December		\$0.071644	\$ 7,164.40	0.108000	\$ 10,800.00	\$ (3,635.60)
Jan-10		\$0.080454	\$ 8,045.40	0.108000	\$ 10,800.00	\$ (2,754.60)
February		\$0.081924	\$ 8,192.40	0.108000	\$ 10,800.00	\$ (2,607.60)
March		\$0.070030	\$ 7,003.00	0.108000	\$ 10,800.00	\$ (3,797.00)
April		\$0.068530	\$ 6,853.00	0.108000	\$ 10,800.00	\$ (3,947.00)
May		\$0.066530	\$ 6,653.00	0.108000	\$ 10,800.00	\$ (4,147.00)
June		\$0.067030	\$ 6,703.00	0.108000	\$ 10,800.00	\$ (4,097.00)
July		\$0.072030	\$ 7,203.00	0.108000	\$ 10,800.00	\$ (3,597.00)
August		\$0.074030	\$ 7,403.00	0.108000	\$ 10,800.00	\$ (3,397.00)
September						
October						
November						
December						
Jan-10						
Feb-10						
Mar-10						
Apr-10						
May-10						
Jun-10						
Jul-10						
Aug-10						

CMP Historic Standard Offer Prices: Medium Commercial Class

Docket No.	Period	Price (\$/kWh)
2010-20	Mar-10	\$0.07003
	Apr-10	\$0.06853
	May-10	\$0.06653
	Jun-10	\$0.06703

Ex. 32

2009-171

① 171
 ② 171
 ③ 171
 ④ 171
 ⑤ 171
 ⑥ 171
 ⑦ 171
 ⑧ 171
 ⑨ 171
 ⑩ 171

Jul-10 \$0.07203
 Aug-10 \$0.07403
 Average \$0.06992

Feb-10 \$0.081924

Jan-10 \$0.080454

Dec-09 \$0.071644

Nov-09 \$0.062634

Oct-09 \$0.058404

Sep-09 \$0.054236

Average \$0.067632

2009-37

Suppliers: Dominion (80%), Integrys (20%)

① 37
 ② 37
 ③ 37
 ④ 37
 ⑤ 37
 ⑥ 37
 ⑦ 37
 ⑧ 37
 ⑨ 37
 ⑩ 37

Aug-09 \$0.074444

Jul-09 \$0.072956

Jun-09 \$0.068272

May-09 \$0.065548

Apr-09 \$0.066272

Mar-09 \$0.069374

Average \$0.069826

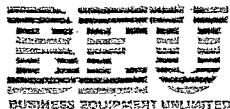
From: Bruce Shoebottom**Sent:** Wednesday, April 07, 2010 8:24 PM**To:** Mike White**Subject:** FW: THANK YOU FOR THE BILLS

Mike

Take a look and let me know your thoughts

Thanks

shoe



A Global Imaging Systems Company

275 Read Street
Portland, ME 04104

Ex. 33

Remit To:
10 Capitol Street
Nashua, NH 03063-1007
Phone (207) 878-8500
Fax (207) 878-7715

LOCATION: FALMOUTH SCHOOL DEPT
51 WOODVILLE ROAD
FALMOUTH ME

04105

INVOICE NO. 706708
INVOICE DATE 10/28/10
TERMS: Net Upon Receipt

PO # 201565

CUSTOMER NO.	MODEL AND SERIAL NO.	LEASE ID	REPRESENTATIVE	PROG. TYPE
201565	ZSYST 201565PRINT	MA		H2R DI
DATE	PREVIOUS METER	DATE	CURRENT METER	
	INVOICE PERIOD	07/15/10	TO 10/15/10	
QUANTITY	CODE NO.	DESCRIPTION	AMOUNT	
		DLJ40 USEB024822, ID# 2P871 LIBRARY ADMIN.		
		BLACK METER		
		Meters: Previous 102760 Current 102801		
		DLJ40 USEK077840, ID# 2P845 HEALTH/UA		
		BLACK METER		
		Meters: Previous 63133 Current 64776		
		DLJ40 USEK077844, ID# 2P881 OFFICE		
		BLACK METER		
		Meters: Previous 70893 Current 71020		
		EK503 APE6Y08843, ID# 2R758 COMPUTER LAB		
		BLACK METER		
		Meters: Previous 1752 07/15/10 Current 1967 10/15/10		
		COLOR METER		
		Meters: Previous 14416 07/15/10 Current 15296 10/15/10		
				TOTAL DUE
				1342.90

COMMENTS: GRP USAGE QTRLY SVC CONTRACT
W/SUPPLIES (BLK/CLR PRINTER)
EXCESS AT .01570

BILL TO: FALMOUTH SCHOOL DEPT
51 WOODVILLE ROAD
FALMOUTH ME 04105

PLEASE PAY FROM THIS INVOICE
OVERDUE ACCOUNTS WILL BE CHARGED A LATE
PAYMENT FEE OF 1.5% PER MONTH OR TO THE
EXTENT ALLOWED BY LAW

Falmouth's tab to save on supplies: \$16,400

A consultant's work will net the school district at least \$32,800, but a critic says the town should do the job itself.

By **KELLEY BOUCHARD**
Staff Writer

FALMOUTH — A purchasing consultant has saved Falmouth's school district more than \$16,000 on office and classroom supplies this year, leading one resident to question whether similar savings can be found elsewhere without help from a paid expert.

The savings also have pushed the Greater Portland Council of Governments to reconsider its bidding practices on behalf of 85 municipalities and school districts across southern Maine.

James Caldwell, a Falmouth resident who works for an international expense-reduction firm, reviewed the Falmouth School District's annual spending on everything from index cards to glue sticks.

"Whatever we save on supplies we can put into educational programs," said Dan O'Shea, the district's finance and operations director.

Annual spending on supplies exceeded \$111,000 under a cooperative purchasing agreement with W.B. Mason that was negotiated for the district as a member of the Greater Portland Council of Governments.

Caldwell sought bids from other major suppliers, including Staples and Office Depot, and ultimately negotiated better prices and payment incentives with W.B. Mason. That resulted in savings for the district of about \$16,400 (17 percent) per year for three years, according to Caldwell's report, which he issued in May and the district released

FALMOUTH

Continued from Page C1

Monday.

Caldwell's fee is 50 percent of the district's annual savings over two years — \$16,400, according to his contract. He negotiated potential additional savings of as much as \$2,500 per year, which the district may receive through rebates and by making early payments.

In all, the district will save at least \$32,800 on supplies over three years after paying Caldwell for his purchasing expertise.

O'Shea has been working for about two years with Randy Davis, the town's purchasing agent, to share and reduce costs. In addition, the school district has reduced costs for supplies and other discretionary spending by 22.4 percent in recent years, from \$625,000 in 2005-06 to \$485,000 in 2011-12, said Superintendent Barbara Powers.

O'Shea hired Caldwell in February at the recommendation of Beth Franklin, a former School Board member and chairwoman. Caldwell is a former manufacturing efficiency manager

who owns a regional franchise of Expense Reduction Analysts, a network of cost-cutting experts in 30 countries, including 250 analysts in the United States.

The firm helps companies and government agencies reduce spending on everything from telecommunications to waste management. Its analysts charge nothing for their services if they cannot identify savings.

Caldwell said Monday that the Greater Portland Council of Governments had negotiated good prices with W.B. Mason. In fact, he couldn't beat the cooperative's bulk price for copier paper, which is \$2.59 per ream.

However, he did negotiate lower prices on many other supplies, with help from a network colleague in Indianapolis who's an office-supply purchasing expert. Staples beat W.B. Mason's bid by about \$500 per year, but Caldwell recommended that Falmouth schools stick with W.B. Mason to maintain product quality and customer service.

The resulting savings didn't surprise Michael Doyle, a Falmouth resident who believes savings can be found in other areas, including the district's contracts for fuel, electricity, copiers and printers.

Doyle said town officials should always seek competitive bids for school and municipal contracts, rather than accept prices negotiated by cooperatives such as the Greater Portland Council of Governments and Maine Power Options.

"I think Dan O'Shea ought to be able to do the work we pay him for," Doyle said. "It's crazy to pay (a consultant) \$8,000 to save \$8,000 on office supplies. We're hiring people to come in and tell us what furniture to buy for the new elementary school and predict how many students will be at the high school. Why are we farming out everything?"

Caldwell said he has offered to do a similar review of the district's telecommunications, copier and printer contracts.

The district generally seeks competitive bids for major purchases, as required by written policy, but it also gets significant savings through cooperative bidding, O'Shea said. He hopes the district will be able to negotiate lower prices with W.B. Mason in the future without Caldwell's help.

Eben Marsh, cooperative services director for the Greater Portland Council of Governments, was surprised when he

learned Monday that Caldwell had negotiated lower prices from W.B. Mason for Falmouth schools. He said the cooperative renegotiated a price agreement for office supplies last fall without seeking competitive bids.

"The difference has to be a matter of timing and the market," Marsh said. "You can be sure we'll be putting office supplies out to bid this time, probably by the end of the year."

Marsh said he plans to contact W.B. Mason today to find out why the Brockton, Mass., company underbid its own contract with a member of the council which seeks competitive prices on 16 commodities each year from road salt to street signs. Members buy \$16 million worth of goods through cooperative agreements each year, Marsh said, saving about 10 percent or what they would spend individually.

"Our approach has worked for over 40 years," he said. "There's always someone coming up with a different way to do things, but 50 percent is quite a fee he's getting."

Staff Writer Kelley Bouchard can be contacted at 791-6328 or at kbouchard@pressherald.com.

Portland Press Herald

Please see **FALMOUTH**, Page C2

Ex 35

W.B. Mason Cost reduction

ERA Fees

ERA's fee is 50% of the *actual* savings for 24 months. The estimated fees are based upon the selection of Mason as the Falmouth preferred Office Consumables supplier and is payable as follows:

1. 10% deposit of the *projected* savings less rebates ($\$16,408 \times 2 \text{ years} = \$32,816$) upon acceptance of this successful Recommendation Report = \$3,281.
2. Waived in good faith by ERA - the 10% deposit (\$3,281) of the *projected* savings (\$32,816) upon implementation of this successful Recommendation Report.
3. Balance over ^{8 quarterly} 24 monthly payments (Each payment is 50% of the actual savings minus 1/⁸ 24th of the acceptance and implementation deposit).
4. 50% of any credits, discounts, rebates or incentives. The ERA share for credits and incentives are invoiced after receipt by Falmouth.

ERA understands that separate fee invoices are required for the Town of Falmouth and the Falmouth School District. Subject to Falmouth approval, ERA recommends that the ERA savings fee be shared based upon the percent Baseline spend by each entity. This would result in the Town of Falmouth ERA invoice share equal to 36% and the Falmouth School District invoice share equal to 64%.

9. Disclaimer

All information presented in this Report is made in good faith on the basis of the information available to the authors at the time it was prepared and is subject to the influence of third parties, including the client, over which the authors have no control.

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PURCHASE ORDER

DIANE VIVEIROS

PH
005426 MUSCO LIGHTING
5142 WEST HURLEY POND ROAD
FARMINGDALE, NJ 07727

IMPORTANT THIS ORDER NUMBER MUST APPEAR ON ALL INVOICES, PACKING SLIPS, CORRESPONDENCE, SHIPPING PAPERS AND CONTAINERS			
PURCHASE ORDER NO.	9931-05-CC		
TAX EXEMPT NUMBER	01-0385086	PAGE	1 of 1

FA 732-751-9115 SHIP TO:
SUPERINTENDENT'S OFFICE
FALMOUTH SCHOOL DEPARTMENT
51 WOODVILLE ROAD
FALMOUTH, ME 04105

Ex. 36

ORDER DATE	DATE REQUIRED	SHIP VIA	TERMS	REQUESTED BY	REQUISITION NO
06/24/04				D O'SHEA	000097
QUANTITY	CATALOG NO	DESCRIPTION	UNIT PRICE	AMOUNT	
1		STADIUM FIELD LIGHTING PER 6/23/04 QUOTE	53000.00	53000.00	
			TOTAL	53000.00	
	10-035-6-00-100-890	CAPITAL IMPROVEMENT PROGRAM		53000.00	

Original purchase price

SEND BILL TO:

FALMOUTH SCHOOL DEPARTMENT
51 WOODVILLE ROAD
FALMOUTH, ME 04105

BY Tail M. O'Shea

Ex. 37



Poland Regional High School
1457 Maine Street
Poland, ME 04274
(207) 998-5400 FAX (207) 998-5060
www.rsu16.org

Cari Medd
Principal
carimedd@rsu16.org
Raymond Lafreniere
Dean of Students
rlafreniere@rsu16.org
Donald King
Director of Co-Curricular Activities
dking@rsu16.org

September 13, 2010

Dan O'Shea
Business Manager
Falmouth Public Schools
51 Woodville Road
Falmouth, ME 04105

Mr. O'Shea,

Poland Regional High School is pleased to offer the amount of \$9000 to Falmouth Public Schools for the purchase of your used lighting system. I understand that we are purchasing the Musco Lighting System that your school purchased in 2005. The system includes four light poles with a total of 60 fixers, as well as 4 controller boxes.

Thank you,

Donald J. King, Co-Curricular Director

RSU 16 ~ Poland ~ Minot ~ Mechanic Falls

Dennis Duquette, Superintendent
dduquette@rsu16.org
(207) 998-2727 x108

The infill shall be installed in a layered process with sand on the bottom, homogeneous mix in the middle and a top coat of a larger particle size rubber: Fourteen Thousand One Hundred Eighty Six Dollars (\$14,186.00)

Ex. 38

Alternate No. 7: Provide generator as specified and indicated on drawings: Ninety Eight Thousand Eight Hundred Forty Six Dollars (\$98,846.00)

Alternate No. 8: Provide sod in lieu of seed and mulch for athletic fields indicated on CS102: Twenty One Thousand Nine Hundred Eighty Eight Dollars (\$21,988.00)

✓ Alternate No. 9: Provide new athletic field lighting in lieu of reusing existing as specified and indicated on drawings: One Hundred Thirty Seven Thousand Seven Hundred Two Dollars (\$137,702.00)

Article 3B. Unit Prices

The following are unit prices for materials and services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased:

Unit Price #1 - Trench Rock Excavation For Utilities	Add \$ <u>0.01</u>	Deduct \$ <u>0.01</u>
Unit Price #2 - Open Rock Removal	Add \$ <u>0.01</u>	Deduct \$ <u>0.01</u>

ARTICLE 4 CONTRACT BONDS

§ 4.1 Contract bonds are not required if the contract amount is less than \$100,000 unless bonds are specifically mandated by the contract documents.

§ 4.2 On this project, the *Contractor* shall furnish the *Owner* the appropriate contract bonds in the amount of 100% of the contract amount.

ARTICLE 5 PROGRESS PAYMENTS

§ 5.1 The *Owner* shall make payments on account of the contract as provided therein as follows: Each month 95% of the value, based on contract prices of labor and materials incorporated in the work and of materials suitably stored at the site thereof up to the first day of that month, as certified by the Architect or Engineer.

§ 5.2 The *Owner* may cause the *Contractor* to be paid such portion of the amount retained hereunder as he deems advisable.

ARTICLE 6 FINAL PAYMENT

§ 6.1 Final payment shall be due 60 days after completion and acceptance of the work, provided the *Contractor* has submitted evidence satisfactory to the *Owner* that all payrolls, material bills and other indebtedness connected with the work has been paid.

Ex. 39

Harvey

STATE OF MAINE
CONSTRUCTION CONTRACT

Public School Project

THIS AGREEMENT made the 30 of October in the year 2009 by and between the State of Maine through the Falmouth Public Schools hereinafter called the *Owner*, and Harvey Construction Corporation hereinafter called the *Contractor*.

WITNESSETH, That the *Owner* and the *Contractor* for the consideration hereinafter named agree as follows:

ARTICLE 1 SCOPE OF WORK

§ 1.1 The *Contractor* shall furnish all of the materials and perform all the work described in the specifications and shown on the drawings for the project entitled: Falmouth Elementary School.

§ 1.2 The specifications and the drawings have been prepared by Oak Point Associates, acting as Designer and named in the documents as the Architect or Engineer. This firm has responsibilities for defining the scope of work governed by their agreement with the *Owner*, the specifications and the drawings, and the General Conditions and Special Provisions of the contract.

ARTICLE 2 COMPLETION DATE

§ 2.1 The work to be performed under this contract shall be completed on or before July 31, 2011. For each calendar day the project remains uncompleted \$3,900.00 shall be charged as liquidated damages.

ARTICLE 3 CONTRACT SUM

§ 3.1 The *Owner* shall pay the *Contractor* for the performance of the contract, subject to additions and deductions provided by approved Change Orders in current funds as follows: Twenty Five Million One Hundred Seventy Seven Thousand, Seven Hundred Seventy Six dollars and 00cents, \$25,177,776.00

Article 3A. Alternates

The contract sum includes the Base Bid of Twenty Four Million, Eight Hundred Ninety Eight Thousand Dollars (\$24,898,000.00) and the following alternates:

Alternate No. 2 Provide trophy case, bench and soffit in vestibule A121 as indicated on drawings: Seven Thousand Fifty Four Dollars (\$7,054.00.)

Alternate No. 5 In lieu of product specified in Division 32 Section "Synthetic Field Surfacing," provide Dura Spine Monofilament 2.5 inch fiber with a minimum of 9 lbs of infill synthetic field surfacing. The sand rubber infill shall have 55 percent sand and 45 percent rubber by weight.

Ex. 40

Town of Falmouth, Maine



September 8, 2011

Mr. Michael Doyle
3 Shady Lane
Falmouth, ME 04105

Mr. Doyle,

I am responding to your request for "Provide ALL documents concerning the turf that was purchased for the the old football/soccer field."

We do not have any documents that fit these parameters. The field was installed over 20 years ago and we do not have invoices, etc. from that long ago. The disposal of the turf was part of the elementary school construction bid award, which does not contain any detail regarding this topic.

Regards,

A handwritten signature in cursive script that reads "Melissa Tryon".

Melissa Tryon
Administrative Assistant

Ex 41

NET Sports Group Design-Build Projects:

Project	Year	Project Value
1) Boston University	2001	\$1.4 Million
2) Husson College	2002	\$1.3 Million
3) Endicott College	2003	\$1.1 Million
4) Framingham State College	2003	\$1.6 Million
5) Bentley College	2004	\$2.2 Million
6) Colby College	2004	\$2.6 Million
7) Berkshire School	2004	\$1.5 Million
8) Brown University	2004	\$1 Million
9) Xavarian Brothers HS	2005	\$1.8 Million
10) Quinnipiac University	2005	\$1.3 Million
11) Governor's Academy	2006	\$1.2 Million
12) St. John's College HS	2006	\$750,900
✓ 13) Cape Elizabeth, Maine *	2007 ✓	\$600,000 ✓
14) Kingswood Oxford	2007	\$1.3 Million
15) Taft School	2007	\$1.2 Million
16) Hyde School, CT	2007	\$1.6 Million
17) UMaine Football Stadium	2008	\$800,000
18) UMaine Baseball Stadium	2008	\$1.2 Million
19) UMaine Field Hockey Field	2008	\$1 Million
20) Kents Hill Prep School	2008	\$2.6 Million
21) Boston University #2	2008	\$1.8 Million
22) Gould Academy	2008	\$750,000
23) UMass Lowell Field #2	2009 ✓	\$800,000
✓ 24) Western New England College *	2010 ✓	\$600,000 ✓
25) Portsmouth, NH	2010	\$1.2 Million

In summary, the NET team brings a blend of depth, experience and expertise, along with the best available products to any Project.

Sincerely,

Harlan L. Michaud
Regional Vice President

* The base layer is now \$280,000
the field turf is \$400,000

Thank you for the opportunity to address you today about LD 1465 and the Freedom of Access Act generally.

No one disputes the rights of citizens to be able to transparently see what government is doing, to obtain documents and information used by their elected and appointed officials.

I'm an old school liberal who believes in honest, open government, and I got into government to do good work for communities, but I would never consider serving again in today's corrosive atmosphere.

I have been a town manager for more than twenty years, but recently resigned due to abuses of the existing version of the Freedom of Access Act, much less this LD 1465 version of FOAA.

I have now become a consultant, assisting local and county governments. As I speak to my colleagues around

the state, the current abusive use of FOAA is widespread, demoralizing, and forcing good managers and staff out of their professions.

There is no need for further “weaponizing” of the FOAA law by adding LD 1465. More on the flaws and further dangers of LD 1465 in a moment.

Sometimes, a single resident in my community used to submit 4 or 5 FOAA requests daily. This went on for months. These were unrelated, fishing expeditions.

She singularly came to believe that something bad was going on and decided to inundate our small staff with FOAA requests. Often, we’d have to contact an attorney to determine if the information was public or protected.

I reported to the Selectmen that she was on track to cost our town approximately \$14,000 in staff time over the course of the year (not including the legal costs) on small,

non-cost inquiries. These are still very time-consuming to manage and react to.

Four months into this abuse, three of our very small staff were physically sick due to the stress this caused, and I was near a breakdown, before I quit. My wife was ready to leave me, the job had become so terrible because of this one person.

This person then recruited a couple more disaffected persons (including an ex-employee) and taught them how to inundate an office with FOAA requests, It seems as though the motive was just to watch us dance, just to punish us, and to stop all productivity.

Her FOAA requests were filled with snide insinuation, defaming, slanderous comments (thief, liar, bitch) – for which there is no protection for government employees.

The anti-government sentiment is strong, fanned by the likes of the Maine Policy Heritage Center whose opening commentary regarding “Open Government” goes thusly:

“It stands to reason, that in light of the current state of government with all of its scandal, corruption and illegal wasting of taxpayers’ dollars that we should consider strengthening laws that protect the right of the people to know what their government is up to.”

Essentially, the message is that no government employees can be trusted.

LD 1465 is deeply flawed in at least three ways.

The term “Immediate”: You don’t even see an emergency room doctor immediately, even if you’re bleeding. Do you know why? They only have so many doctors, and they have to do triage and take the most serious patients first.

Why would a FOAA request be so important that government needs to stop what it's doing and respond immediately?

Have you ever been to a small town office with two ladies behind the counter, no town manager, 3 hard-working, part-time selectmen getting a \$700 a year stipend for the thrill of serving their town?

Which lady will be the "public access" officer? Can she ever take a vacation or get sick? Does the other lady stop mid-way through a car registration to IMMEDIATELY RESPOND to a FOAA request?

Make NO MISTAKE, there are people out there that will show up with this law in hand and bully their way to the front of the line for a FOAA request – just to be rude and disruptive. It's a game or hobby to some folks.

These same people would also be able to get the data they seek in any format they want, including formats that can be readily changed from the original format, and then spread throughout town with entirely false information in the guise of an official document.

Have you ever tried to debunk intentional misinformation coursing through the community's gossip channels?

There is no accountability for these FOAA people. If they want an official government document, I for one, would very much expect that document to be unalterable. If they want to manipulate government data, re-enter it.

Have any of you considered the practical implications for a FOAA request in a small town. First, these FOAA requests are embedded in long, negative haranguing e-mails. They will consume 5 or 10 minutes badgering a government official before they ever get around to "the request."

Then someone has to log the nature, time and date of request. Then the request has to be communicated to the person that has or can find the document, or determine if there is no such document.

Then you need to search a computer or a file cabinet, and photocopy it, go back and log when the document was made available.

Then, if the person just wants to view the document calls have to be made, and a meeting time set for them to come in and view the document. Sometimes, these folks never even show up.

Two very angry, urgent FOAA requests are still sitting in an Outbox awaiting the requestor to return to my old town office some six months later.

What if the request may run into "costs." Staff has do a fair estimate of the research time and copying. And, what if the requestor believes the costs are trumped up? Do we

then have to spend time “proving” our estimate? Who is the final arbiter of what is the correct estimate of costs?

And who is working at a town office with official documents making \$10.00 / hour? Is that realistic?

Sumner, Peru, Falmouth, Poland (show articles).

What this group might want to consider is a check and balance system on FOAA. In the U.K., they have a term called “vexation” that sets a limit on abusive uses of FOAA. I am leaving you copies of what vexation is and how it is applied.

You should focus on limiting the damage that can be done to government by FOAA abusers. LD 1465 is a harsh solution in search of a genuine problem. Examples like the Maine Turnpike Authority are few and far between in Maine.

From my laptop, at home, I can generate more FOAA requests than any local or state agency could manage, and if I want to haunt the hallways of the state offices demanding immediate documents, I could single-handedly bring an agency's productivity to a crawl while they deal with me – day in, day out.

Please be very, very thoughtful and careful about further weaponizing FOAA. It is already causing unnecessary disruption to government operations. And please do add the concept of vexation to your discussions.

Every system needs a check and balance; FOAA – even as it stands today - has virtually none.

Thank you.

Dana K. Lee

Lee Facilitation Services

207-754-2881



Information Commissioner's Office
Promoting public access to official information
and protecting your personal information

Freedom of Information Act

Vexatious requests – a short guide

The Freedom of Information Act 2000 (FOIA) gives rights of public access to information held by public authorities. This is part of a series of guidance notes to help public authorities understand their obligations and to promote good practice.

This is a short guide for public authorities on how to identify a vexatious request. More detailed information is available in our [Vexatious and repeated requests](#) guidance.

Overview

- Section 14(1) states that public authorities do not have to comply with vexatious requests. There is no public interest test.
- To decide whether a request is vexatious, you need to look at its context and history. The key question is whether the request is likely to cause unjustified distress, disruption or irritation.
- In particular, you should consider the following:
 - ▶ Can the request fairly be seen as obsessive?
 - ▶ Is the request harassing the authority or causing distress to staff?
 - ▶ Would complying with the request impose a significant burden in terms of expense and distraction?
 - ▶ Is the request designed to cause disruption or annoyance?
 - ▶ Does the request lack any serious purpose or value?
- If a request is vexatious, you do not have to provide any information or confirm or deny whether you hold it. However, you will usually still need to issue a refusal notice (unless you have previously issued one and it would be unreasonable to issue another).

Relevant factors

Deciding whether a request is vexatious is a balancing exercise, taking into account all the circumstances of the case. The key question is whether the request is likely to cause unjustified distress, disruption or irritation.

To help you identify a vexatious request, we recommend that you consider the following questions, taking into account the context and history of the request:

- **Can the request fairly be seen as obsessive?** If so, this will be a strong indication that a request is vexatious. Relevant factors could include a

very high volume and frequency of correspondence, requests for information the requester has already seen, or a clear intention to use the request to reopen issues that have already been considered (particularly if there has been an independent investigation). The wider context and history of a request will be important here, as it is unlikely that a one-off request could be obsessive.

- **Is the request harassing the authority or causing distress to staff?** The request must be likely to harass a reasonable person. It is the request itself that is relevant rather than any potential embarrassment resulting from disclosure. Relevant issues here could include a very high volume and frequency of correspondence, the use of hostile, abusive or offensive language, an unreasonable fixation on an individual member of staff, or mingling requests with accusations and complaints.
- **Would complying with the request impose a significant burden in terms of expense and distraction?** You need to look at more than just the cost of compliance here. You should consider whether responding would divert or distract staff from their usual work. However, if resources are your only concern, you should instead consider section 12 (exemption where cost of compliance exceeds appropriate limit). For more information on using section 12, see our guidance on [Using the Fees Regulations](#) and [Redacting and extracting information](#).
- **Is the request designed to cause disruption or annoyance?** As this factor relates to the actual intention of the requester, it can be difficult to prove. Cases where this is a strong argument will be rare. However, if a requester states that the request is actually meant to cause maximum inconvenience, the request will almost certainly be vexatious.
- **Does the request lack any serious purpose or value?** The FOIA is not generally concerned with why requesters want information, so an apparent lack of value should not be enough on its own to make a valid request vexatious. However, if you can show a real lack of value this may add weight to arguments under the other headings above. On the other hand, if there is a serious purpose or value behind a request, this may be enough to prevent it being vexatious, even if it imposes a significant burden and is harassing or distressing your staff. If the request forms part of a wider campaign or pattern of requests, the purpose or value must justify both the request itself and the lengths to which the campaign or pattern of behaviour has been taken.

To judge a request vexatious you should be able to make relatively strong arguments under several of these headings. You do not need to be able to answer yes to every question.

The questions are likely to overlap. The weight you can place on each issue will depend on the circumstances, and there may also be other case-specific factors to consider.

Context and history

You should take account of the context and history of the request when considering the questions above. An individual request may not be vexatious in isolation, but in context it may form part of a wider pattern of vexatious behaviour (for example if there is a wider dispute, or it is the latest in a lengthy series of overlapping requests or other correspondence).

However, you should not automatically refuse a request simply because it is made in the context of a dispute or forms part of a series of requests. You must still ask whether the request is vexatious in that context by considering the questions listed above.

An important point is that it is the request, not the requester, that must be vexatious. You should not automatically refuse a request just because the individual has caused problems in the past. You must look at the request itself.

Example case

Example

In Coggins v Information Commissioner EA/2007/0130 (13 May 2008), the requester suspected that the council had fraudulently charged an elderly lady for care services not provided. A council investigation, a Committee for Social Care investigation and the police all found no evidence of dishonesty. But the requester persisted with the allegations and made 20 requests in 73 letters and 17 postcards over a two-year period. The Tribunal found the request vexatious because:

- The volume and haranguing tone of the correspondence indicated that the request was obsessive, and the requester was not justified in persisting with his campaign in the light of three independent enquiries.
- The requests had affected the health and wellbeing of certain officers having to deal with them.
- The volume, length and overlapping nature of the requests would be a distraction from the council's core functions and impose a significant burden.
- The genuine desire to uncover fraud was a serious and proper purpose, but it did not justify persisting with the campaign to these lengths.

Other considerations

If a requester keeps asking for information already provided to them or refused, you may find it easier to refuse the request as “repeated”. For more information, see our detailed guidance on [Vexatious and repeated requests](#).

Some types of requests should not be considered as vexatious. Examples include:

- Requests for information that should be published under your publication scheme – you will need to provide this information, or direct the requester to where it is available (eg your website).
- Subject access requests – requests for the individual’s own personal data must be dealt with under the Data Protection Act 1998 and cannot be vexatious. See our [Checklist for handling requests for personal information \(subject access requests\)](#).
- Requests for environmental information – you must consider these under the Environmental Information Regulations 2004. You cannot refuse requests as vexatious, but you can refuse a request that is “manifestly unreasonable”, subject to a public interest test. See [An introduction to the EIR exceptions](#).

More information

See our detailed guidance on [Vexatious and repeated requests](#).

This guidance will be reviewed and considered from time to time in line with new decisions of the Information Commissioner, Tribunal and courts on freedom of information cases. It is a guide to our general recommended approach to this area, although individual cases will always be decided on the basis of their particular circumstances.

If you need any more information about this or any other aspect of freedom of information, please contact us.

Phone: 08456 30 60 60
01625 54 57 45

Email: please use the online [enquiry form](#) on our website

Website: www.ico.gov.uk



THE MAINE HERITAGE POLICY CENTER

February 17, 2011

MAINE HOUSING

Executive Director
Ms. Dale McCormick
Maine State Housing Authority
353 Water Street
Augusta, Maine 04330

- \$ 1.8 B FINANCIAL INSTITUTION
- 90,000 PEOPLE SERVED / YEAR
- 70,000 TRANSACTIONS / YEAR
- 13 YEARS
- 800,000 + TRANSACTIONS
- SOME COMPUTERIZED, SOME PAPER

Dear Executive Director McCormick:

Under Maine's Freedom of Access Act, I write requesting the following public data in electronic format (MS Excel compatible):

- For all employees of The Maine State Housing Authority please provide the following data for each year for calendar years 1998 – 2010:
 - first name
 - middle initial
 - last name
 - job class title
 - position number
 - department/division
 - department/division number
 - sum of regular wages
 - sum of actual stipends paid (using a reasonable person's standard of what constitutes a wage stipend)
 - sum of overtime pay
 - cost of benefits (by category of benefit, if possible)
 - current hire date

REQUIRES UNIQUE CALCULATION FOR EACH EMP EACH YR
- For each expenditure (check written) by the Maine State Housing Authority please provide the following data for each year for fiscal years 1998 – 2010 including:
 - Vendor Name
 - Vendor Address
 - Vendor City
 - Vendor State
 - Vendor Zip Code
 - Department/division that made the expenditure
 - Category of expense
 - Total Amount of each expenditure

→ INCLUDE VENDORS AND PROGRAMS

ONLY AVAILABLE IN SEPERATE FILE

You may email me the files at sam@mainepolicy.org or I can stop by your office and pick up a CD.

Thank you for your assistance in providing this public information. Please do not hesitate to contact me at 207.975.6617 (cell) with any questions.

Best regards,

Sam Adolphsen
Director, Center for Open Government
The Maine Heritage Policy Center

MaineHousing

Maine Heritage Policy Center (MHPC) Freedom of Access Act (FOAA) Request Timeline

February 17, 2011	MHPC sends FOAA request via email to MaineHousing asking for payroll/benefit and expenditure data from 1998-2010.
February 18 - 21	MaineHousing Human Resources and Finance Departments assemble an estimate for gathering data and redacting statutorily-designated confidential information.
February 22	MaineHousing responds with an initial estimate of 250 hours for 2004-2010 payroll/benefit and operating expenditures. The rough estimate for 1998-2003 is an additional 500 hours as they are neither computerized nor readily available.
March 7	MHPC requests a meeting to discuss the FOAA request. MaineHousing responds with availability on March 17.
March 15	MaineHousing Director reports to Board that MaineHousing received a FOAA from MHPC and that MaineHousing responded with the cost to provide the information requested.
March 17	MHPC (Tarren Bragdon and Sam Adolphsen) meets with MaineHousing (John Bobrowiecki). MHPC clarifies and expands request to include program expenditures in addition to payroll/benefit and operating expenditures. MHPC requests a revised estimate broken down to show payroll/benefit estimates and all other expenditure estimates for the years 2004 - 2010.
March 18 - 22	With additional time to refine the estimate, MaineHousing Finance Department is able to reduce the cost estimate of payroll/benefits and operating expenditures. MaineHousing Deputy Director and Controller meet with program department staff to estimate reporting and redacting times for program expenditures.
March 23	MaineHousing responds to MHPC with a refined estimate that addresses program expenditures as requested. New estimates for 2004-2010 data are approximately 42 hours for payroll/benefits and 330 hours for all other expenditures.
April 4	MHPC telephones MaineHousing to request email addresses for members of the Board of Commissioners.
April 8	MaineHousing provides MHPC with the email addresses of Commissioners that are either not protected by statute or that a Commissioner gave explicit permission to share.
April 19	MaineHousing Counsel updates Board on the status of the MHPC request.
May 23	MHPC emails the Chair of MaineHousing's Board of Commissioners and copies the remaining Commissioners asking them to waive the fee.
May 25	MaineHousing Board Chair responds to MHPC stating that she is away and will reply the following week.

May 26	Office of the State Treasurer calls MaineHousing expressing the Treasurer's and the Governor's displeasure with the way MaineHousing has handled the MHPC FOAA.
June 2	Governor's office calls MaineHousing's Chief Counsel and leaves a message inquiring as to the status of MaineHousing's actions with respect to the MHPC FOAA request.
June 3	MaineHousing Board Chair emails MHPC that the Board has been kept updated all along by MaineHousing staff and that the specific request in the May 23 letter to waive fees will be placed on the agenda for the next board meeting. MaineHousing Chief Counsel responds to Governor's Office with the dates of all MaineHousing responses.
June 8	Governor LePage asks the Director and Deputy Director for an update on the status of the request during a meeting.
June 13	MHPC tells reporter that their initial request had not been changed; that it still includes all data back to 1998.
June 21	MaineHousing Board of Commissioners considers the MHPC request to waive fees. Board votes unanimously to charge the statutorily allowed fee of \$10/hour.
June 27	MaineHousing Board Chair emails MHPC the Board decision. Hard copy is mailed to MHPC.
August 4	MaineHousing Chief Counsel emails MHPC reiterating that costs could be reduced by using data in structures currently available, provides specific examples, and encourages additional contact.
September 6	MHPC's new Executive Director telephones MaineHousing Chief Counsel to follow up.
September 7	MaineHousing Chief Counsel contacts MHPC Executive Director to ask for a meeting about the data and to discuss formats and with their computer consultant.
Week of Sept 12	In a series of emails, MHPC and MaineHousing set a meeting for September 20.
September 20	Lance Dutson (MHPC) and Michael Walker (Visible Government Online, under contract to MHPC) meet with Adam Krea, Peter Merrill, and John Bobrowiecki of MaineHousing. Gerrylynn Ricker of MaineHousing attends to take notes.
September 22	John Bobrowiecki emails summary of meeting to MHPC (Lance and Michael) for confirmation of the new request and the steps MaineHousing will take.
September 26	Lance Dutson emails confirmation of meeting summary to MaineHousing.
September 30	MaineHousing emails MHPC estimates based on revised request.
October 6	MaineHousing emails MHPC the salary and benefit information which MHPC designated as their top priority. Based upon the revised request, this could be responded to in an hour.

MaineHousing Response to MHPC E-Mail Campaign

Subject: Transparency and public access to information

I have received your email about the need for MaineHousing to support transparency and access to public information. Thank you for taking the time to write.

First, let me say that you are absolutely right – MaineHousing should and does strongly support transparency. In fact, five years of audited financial statements and annual reports are posted on our website at www.mainehousing.org/DATAFinancialReports.aspx.

Some have made a leap that because this Freedom of Access Act (FOAA) request began in February, MaineHousing is dragging its feet or has something to hide. In fact, MaineHousing has responded within 5 days as required by law to each request that MHPC has made. Let me assure you that MaineHousing finances are in good order, and the only thing we don't want to disclose is the personal information of our clients to protect their identities.

We are doing our best to be good stewards of taxpayer dollars:

- MaineHousing is the only quasi-governmental organization in Maine that has an internal auditor that reports to its Board.
- Because we administer various federal programs, MaineHousing is routinely reviewed and audited by the U.S. Department of Energy, the U.S. Department of Health and Human Services, and U.S. Department of Housing and Urban Development, and the U.S. Department of the Treasury.
- Each year certified public auditor Baker Newman & Noyes does a financial and program audit.
- MaineHousing mortgage revenue bonds are rated AA+ and Aa2 by Standard and Poors and Moody's – bond rating agencies that stay on top of our finances.

We try to make the best possible use of our resources and every dollar spent – and that includes dollars spent on staff time.

The request from the Maine Heritage Policy Center (MHPC) may be the most sweeping to date in State government-- because responding to it would involve providing detail on nearly a million financial transactions. Specifically, MHPC asked for eight pieces of information on each and every financial transaction for 13 years. MHPC also requested payroll and benefit information for the same time period.

There is no question that MHPC and members of the public have a right to that information. Because providing that information will take a significant amount of staff time away from other public business, our Board of Commissioners decided to ask for the payment that the law allows.

When we met with MHPC in March, we made a number of suggestions to help make the response less time consuming and less expensive. For example, providing aggregated information by vendor,

rather than copies of individual transactions, would avoid having to cross out personal and confidential information from individual records; excluding checks paid to fuel vendors on behalf of recipients of fuel assistance (more than 60,000 households last year alone); and excluding checks paid to landlords on behalf of Section 8 Housing Choice Voucher holders (about 4000 a month) could dramatically reduce volume. Going back seven years instead of thirteen years would allow us to work with only electronic rather than paper records, making retrieval from 2004 on easier.

After that March meeting, MHPC did in fact revise its request to focus on 2004-2010, the years where electronic records are available. This also reduced the number of individual transactions involved from nearly a million to about half a million, and as a result, the estimated time and cost for responding to the request was reduced from 872 hours and \$8,720, to 372 hours and \$3,072. (Please note that the MHPC press release refers only to the original estimate of 872 hours, and not the more recent estimate of 372 hours.)

If, in addition to revising the time period of focus, MHPC were willing to accept summary information, or, if they decide not to include routine transactions involving LIHEAP and Section 8, the time and cost involved could be reduced more dramatically still.

MHPC maintains, however, that they want the detail on individual financial transactions. And they do have that right.

I hope this provides some insight into the practical side of this issue and the reasons we decided to charge for this information.

Thank you again for taking the time to share your thoughts.

Sincerely,

Dale McCormick

Dale McCormick

From: Linda Uhl
Sent: Thursday, August 04, 2011 5:33 PM
To: 'dcrocker@mainepolicy.org'; 'sam@mainepolicy.org'
Cc: Dale McCormick; John Bobrowiecki
Subject: FOAA request

David and Sam:

I am Chief Counsel at MaineHousing. John Bobrowiecki is out of the office until August 15th.

I am following up on Maine Heritage Policy Center's (MHPC) FOAA request. MaineHousing has not heard from MHPC since our Chair, Carol Kontos, notified David Crocker by letter dated June 27th that the Commissioners voted not to waive the fees set by law. MaineHousing has previously suggested ways to reduce the estimated cost by refining the detailed nature of your request. The estimated time to provide all the information, as outlined in the twenty data points requested in your initial email, has already been established. I am reaching out to remind you there are less labor intensive alternatives.

In the time since we shared our estimate with you and offered to work with you to refine your request we have learned that both the Maine Health and Higher Educational Facilities Authority and the Maine Turnpike Authority released what was readily available rather than taking the time to compile the detail requested. We want to reiterate that MaineHousing would be happy to share data that fits within whatever amount MHPC would like to spend on this request. Since you have not attempted to refine your request, we thought we would give you an example in each of the three areas where you requested data.

Most of the time required to respond to the payroll request is gathering the 12 data points you requested for each employee. Allocating each benefit by employee, for example, is time consuming as MaineHousing pays benefit premiums in aggregate. Salaries and the average percentage of benefits would be more accessible.

Another example is with our operating expenses. Compiling the eight specific data points you requested regarding vendors will take the time previously estimated. However a listing of all the vendors in MaineHousing's system or a list of vendors and payments by year would be a simpler and easier way to accomplish a similar end result.

For program expenditures, gross transfers to direct providers rather than client-level transactions would show expenditures without showing transactions with protected personal information, the crossing out of which is by far the most time-consuming piece of the request.

As we have noted previously, more recent data is easier because of technology. Our initial estimate addresses the broad nature of your request and is a major undertaking for a \$1.6B agency that serves over 90,000 households each year through about 70,000 transactions. We estimate that your request for 13 years would involve approximately 800,000 transactions. We believe that with a little effort, your request could be refined to reduce the overall costs. One way to do this is to narrow the data requested and another is to reduce the number of years requested.

We welcome hearing from you. You may contact me or, from August 15th, John Bobrowiecki.

Linda

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The Maine Heritage Policy Center FOAA Request Meeting
September 20, 2011 1:00 p.m.
At MaineHousing

Present

Adam Krea, Deputy Director, MaineHousing (MH)
Peter Merrill, Director of Communications and Planning, MaineHousing
John Bobrowiecki, Counsel, MaineHousing
Lance Dutson, Chief Executive Officer, The Maine Heritage Policy Center (MHPC)
Michael Walker, President, Visible Government Online Inc.
Gerrylynn Ricker, note taker

Payroll Data

- 2005 through 2010 salary data from ADP on excel spreadsheet is good.
- Providing overall benefit costs as a percent of payroll is fine.
- MHPC would like total budgeted payroll for each year 1998-2004 if it is available.
- For 2011 forward, Paylocity report is fine.
MaineHousing will find out if the job title can be added to the report for each employee.
If not, MHPC would like an employee roster in order to link job titles to personnel.
- MHPC will make a request each year for an updated payroll report.

Vendor Information / General Operations

- Two types of report available – Vendor Master File with addresses and Payment Register with every transaction, but without addresses. MHPC would like both.
- Both reports will require some amount of manual redacting to delete protected information. MH will inquire if there is a way to limit redactions by 'category of expense' query or some other filter.

Vendor Information / Programs

- MaineHousing has many programs. The two largest are the Low-Income Home Energy Assistance Program and the Section 8 rental assistance program, which both have independent computer systems.
- For LIHEAP, MHPC will take the aggregate amount paid per year for each fuel vendor. MHPC would like this data from 2005 – 2010.
- For Section 8, the report in Excel for years 2008-2010 works.

Other

- MHPC is only interested in data that is available electronically.
- MHPC and MH will agree on a written summary of the meeting to confirm the new request.
- MH will then revise its estimate of the cost of complying with the request.
- MHPC and MH agreed it was a good meeting. MH appreciated MHPC listening to the hurdles the original request provided. MHPC thanked MH for the preparation that allowed them to see examples of what the actual data would be.

Testimony Regarding LD 1465

The Falmouth Experience

"An Act To Amend the Laws Governing Freedom of Access"

Date of Meeting: October 21, 2011

To: Right to Know Advisory Committee

From: Nathan Poore, Falmouth Town Manager

Date: October 21, 2011

Thank you for requesting input regarding LD 1465 and to offer testimony pertinent to the FOAA experience in the Town of Falmouth. First and foremost, let me be clear - I believe that a transparent and open government is essential and that FOAA play a central role in that objective.

Historically, FOAA requests have been used to acquire copies of agendas, minutes, property record files and voter registration lists. Recently, there has been a higher demand for additional information such as employee salaries, supporting documents, draft reports, e-mails and other electronic communication. Many organizations have started to rely more on websites to provide public information. There are some communities and agencies that receive more request than others. In some cases, there are individuals who have realized how powerful FOAA can be from the perspective of disrupting the efficient management of our towns and cities. We need to make sure that the current FOAA requirements and future amendments do not overburden governmental organizations. Also, we need to consider some form of accountability for the requester. This is necessary so that the business of serving the general public is not compromised by a few individuals. This is a difficult task because **access to government needs to be open without interference or obstacles.**

Access to all public information this should not be hindered even at additional expense. The current FOAA is a good instrument for access to our government but as we have seen from several sources, there is room for improvement, including concerns raised from state and local government, the Maine Policy Heritage Center, the Maine Civil Liberties Union, journalism and press advocates, and members of the public. I do not have all of the solutions but I hope my observations and first-hand experience is helpful to the policy development discussion and consideration.

FOAA Abuse in Falmouth, Maine

I have been requested by the Right to Know Advisory Committee to describe or provide examples of FOAA abuse in Falmouth. My presentation today is in two parts. The first addresses the behavior of a resident of Falmouth, who has methodically attempted to disrupt the administration of municipal government and our education department through use of the current FOAA law, personal attacks and veiled threats of violence. The second part addresses the proposed legislation.

It is too time consuming to extract all the related data but I have been able to capture some intriguing facts.

1. I have created 63 e-mail subfolders to keep track of FOAA requests from one individual.
2. There are more than 1,488 e-mails in this folder system which does not include all e-mails sent to the resident or e-mails sent and received to other staff and public officials. There are likely just as many e-mail transactions within the School Department.
3. This system covers a time period between spring 2010 and fall 2011.
4. I have estimated that there have been approximately 100 individual FOAA requests from this person (the actual number could be much higher).
5. I estimate that I have spent approximately 300 hours in 20 months which are related to the FOAA requests from one individual. I estimate that that there could be at least another 300 hours from other staff and public officials. This is equivalent to a part time employee working one day each week.

The abuse of FOAA in Falmouth is mostly about the voluminous requests for information. This activity is lawful and should be but at what expense to the other tax payers. If someone decides to use FOAA to create chaos and disrupt operations, they should at least have to pay the actual cost to retrieve and supply the information. The current amount we can charge is \$10/hr.

I have worked in local government for 22 years. In that time span, other than the one person who has been abusing the system in Falmouth, I have only had to charge for FOAA requests on about five occasions. In one case, we charged the Maine Policy Heritage Center to download and provide data related to salary and wage information. It took us a significant amount of time the first year but knowing we would likely receive annual requests, we made sure we could execute the task more efficiently in future years. This is important to the requester so they don't have to pay too much for the information and important to the Town because we lose money on every request. The Maine Policy Heritage Center was very professional and understanding and I think they appreciated our approach. In other situations, the amount of time to produce the requests was minimal.

I suspect there are very people in Maine who would consider using FOAA as an abusive tool to create disruption in government. Why should the other million plus Mainers have to subsidize this game? I propose we offer two free hours of FOAA service to each Maine citizen per year (two cumulative hours for all requests in a given year). This is a 100% increase in service with no cost to the citizens. Had this idea been in place for the past 22 years, it would have only impacted up to five residents that I served during that time span. But, I am sure they would have appreciated the \$10 savings. I propose this approach in exchange for charging actual cost to produce a response to those few people who would consider using FOAA as a tool for disruption. Its simple – two free hours for each person per year and each additional hour will cost the actual amount to produce the response.

The rest of this story includes a description about concerning behavior beyond abusive use of FOAA but it is important to describe the entire situation to completely understand how one atypical person can disrupt government operations.

Winter/Spring 2010. In late winter 2010, we started to receive a number of FOAA requests from a resident in Falmouth. My office responded to all of these requests in a reasonable time period, most often within one or two days. The requests started to include a number of derogatory remarks about staff and elected officials. We were forced to review each diatribe to extract the FOAA request from the actual e-mail communication. In some cases, the requester included threatening messages about employee job security.

Summer 2010 through Spring 2011. The resident continued his attack on the community under the guise of being a self proclaimed hero, reporting his allegations of corruption in local government that he believed the local newspapers, elected officials, the District Attorney's Office and Attorney General's Office refused to consider. As a matter of background, this resident is a convicted felon for being a "con-man". He has served time in prison and ordered to pay restitution to his victims as well as perform hundreds of hours of community service. He is very persuasive and sometimes convincing at first but once you get to know him, his behavior and his comments indicate his desire to disrupt town government and spread false rumors about public officials. Some have described his behavior as messianic – an attitude of thinking that if only everyone would step aside and put him in charge, we all could be saved from ourselves.

The resident has claimed that he is deliberately applying stress to demoralize staff, create chaos, and attack individuals and the overall organization. He often refers to his actions as a game with certain strategies.

- He has indicated that he would always be "two moves" ahead of us.

- He has mentioned in one e-mail “there is always a plan and those not watching are surprised when the sea change comes and they are caught unprepared for the next shift in the game.”
- In a criminal investigation in which he had important information, he refused to provide the information but taunted the Police Department with statements in an e-mail like “you’re much closer than perhaps you realize”.
- He was quoted in a newspaper that he felt like he was playing chess against a disabled person.

There have been some occasions where this resident has raised intriguing questions or submitted interesting suggestions. We have taken time to evaluate some of our purchasing practices and contract formatting. While we don’t necessarily agree with all the comments raised based on and through FOAA requests, we have reviewed our practices and in some cases made proactive changes.

Summer 2011 through Fall 2011. Most recently, the FOAA requests have been so often that we are managing the system with administration staff from both the School Department and Town Office. I finally rearranged resources and created a new management plan to more efficiently coordinate a reasonable response to his ongoing barrage of requests. In the past, we failed to keep track of the actual time spent to produce responses. We are now keeping better track of the time resulting in higher costs to the applicant but the amount we can charge is not sufficient to cover the actual expense. An administrative assistant earns between \$15 and \$20 per hour. If you also include the cost of benefits this range could increase to \$22 to \$27 per hour. In some situations, the costs could be much higher if higher paid employees are required to produce the response.

There have frequently been overtones of threats in the communication received from this resident but the order of magnitude has increased dramatically in recent months and are weaved through stories on his new web site. Some of the stories are threatening, many have elements of physical harm to public officials including references to death, and nearly all the material is untrue. He writes stories under different pen names. In several recent cases, he has killed off public officials in what he thinks are funny fictional stories. At times he names family members of public officials, which makes the stories more intimidating.

His “news” site also includes derogatory and fictional stories about public officials including the Police Chief, Town Manager, School Department Business Manager, a Town Councilor, and a resident who is affiliated with the Lewiston Sun Journal.

He threatened one Councilor in an e-mail that if she did not consider pulling herself from a re-election race, he would be forced to bring his “considerable skill set and intellect to bear down

against her". He indicated that she should consider this decision based on how her family would be impacted by his actions. In other communications, he has indicated that he can't be sure if he will be able to control himself if he is forced to consider self-defense. He also has submitted photographs of x-rays of broken arms (allegedly caused by him in arm wrestling competitions) to the Police Department to demonstrate his strength and ability to cause harm to others if he is forced to defend himself.

This week. Another week of abuse including the following:

- We completed several outstanding FOAA requests for this resident. It took many hours to complete the tasks.
- The resident e-mailed to ask me if we wanted to car pool with each other to attend a meeting. He followed up later in the week with a voice mail asking me if we should ride to this meeting together. Finally, on Thursday, he visited the town office to inform me in person that he would like to car pool with me. This seemingly innocuous request is bizarre coming from an individual who has and currently describes me as incompetent, corrupt, a thief, and other characterizations which are derogatory statements. Combine this with his fictional stories about my death – bizarre turns into disturbing.
- He sent an e-mail to local officials throughout the state that included derogatory statements, lies and a link to his "news" site. These officials include chief law enforcement officers and other town and city managers.

What is the real truth? This resident has developed some elaborate theories that can be convincing to some people who don't have accurate information. The Town decided a long time ago that it was not worth the time and effort to defend ourselves from the inaccurate allegations and fabricated stories developed by this resident. We are confident the town residents have the common sense to ignore the untrue claims made by this person. This person's claims continue to be dismissed by all levels of the local political leadership spectrum. The local media, the District Attorney's Office and Attorney General's Office have opted to not investigate any of the allegations. This obvious decision to not consider an investigation should send a strong message about the truth of these false claims. This should speak volumes for what is the real truth about our town government.

Retaliation. I fully expect that there will be retaliation against me, other staff, and the entire organization for speaking today and confronting a behavior that is intended to disrupt government in Falmouth. The retaliation will be in the form of new FOAA requests, more derogatory and false statements, and possibly more stories with death or physical harm nuances. It is my intention to disregard all attempts at retaliation but to keep you informed as this issue is of tremendous importance to all levels of government in Maine.

Summary (FOAA Abuse)

We are mandated to pay attention to his communications to extract the actual FOAA request from the diatribe. Why should the Right to Know Advisory Committee care about his threats, truth challenged mind set, and harassment of our local government? The answer is this: it is an example of how a person could and can use FOAA to his/her advantage as a tool to create chaos. This distraction is not fair to the average citizen who expects efficient and productive performance of its government. According to recent Bangor Daily News and Lewiston Sun Journal articles, this resident is not alone in abusing the intended use of FOAA. LD 1465 has some valid ideas but as written, it will make us long for the easy years like the one I described above. We should keep working on these ideas and perhaps we should add a provision to consider doubling the free time to 99.99% of our residents. FOAA is a powerful and necessary part of our government and as written, we have a tool that works most of the time. Now is the time to strengthen the policy to ensure continued open, reasonable, accountable and responsible access to government.

LD 1465

There are many reasons why I have concerns about LD 1465 not the least of which it further empowers and encourages the behavior I have described and unreasonably disrupts the operation of municipal government and education in our communities. I offer my testimony in the form of specific questions and comments relevant to specific sections on the proposed amendment.

408.2-A.A This section could force communities to provide information to requesters in a format that is not available with existing software, requiring time and resources to convert the information to a medium mandated by the requester. While there is a provision to reimburse the community, the total cost of providing the service cannot be recovered at \$10 per hour. That hourly amount will not cover the cost of the lowest paid town employee. If the intent is to provide electronic information rather than paper copy or electronic information in a format that can be manipulated, the language could be amended to relieve the community from excess burden and cost. Language could be developed to allow information to be provided in standard or typical software applications, such as MS Excel or MS Word. At a minimum, the community should not be forced to provide information in a format that is not customarily used by the community.

The current amendment language will add a great deal of cost to municipalities.

408.4 and 408-A.4 This section only allows three days to provide an estimate if the cost of providing the information exceeds \$100. Even well-staffed governmental organizations could have trouble meeting that timeframe for the sweeping document requests, but this standard is being applied to even the small communities who have very few employees. There will be times when employees are not available due to sickness, vacation, holiday, or urgent town business that will not permit them to provide the estimates within three days. There is the possibility that a requester could use this law to file frivolous requests with no intent to pay for or take delivery of the information but the request must be honored with an estimate. Requester accountability must be considered.

408-A.1 This section mandates an immediate response to all FOAA requests as a general rule, but permits an extension for limited reasons (such as the need for redaction or retrieval from storage), provided in writing. The term "immediate" would require communities to provide service without delay for a matter that, by law, defines the task as urgent or pressing that will

need to be dealt with before anything else. Preparation of written certifications would require time, tracking and resources. Imagine a request for a property assessment card by a citizen who makes the request while the assessor is leaving the building for a field visit. Assume no one else works in the assessing department. The assessor may not have the option to be late for the field visit and would have to write a letter to the requester certifying why they could not copy the document upon immediate request.

This section also states that a delay in response is appropriate to find a record that is not in active use or that may be in storage. The terms “active” and “storage” could be difficult to interpret. Could a building permit, issued in 1980, that is kept in archived files be considered “active”? It could be if the building inspector needs it to review a new building permit. Is an e-mail received one day prior to the FOAA request “active”? It may not be if the employee or official never intends to look at the document in the future. The term “storage” may have different meanings for hard paper copies versus electronic archiving.

408-A.3 This section has a provision that mandates partial submission of documents if the entire document cannot be provided within five business days. Imagine a scenario where the public access officer finds two pages or two e-mails four days into the request period but is called away to an emergency or is out sick and fails to meet the requirement to submit the partial response within five business days. This would constitute a failure to comply with the Freedom of Access Act. Finally, there is the possibility that a requester could use this law to file frivolous requests with no intent to take delivery or inspect the documents but the request must be honored in accordance with the proposed amendment. Requester accountability must be considered.

408-B.1, 2, and 3 These sections require the community to act as a personal assistant to the requester, having the responsibility to remind the requester up to three times, in writing, over a 40 day period that their request is available. The 40 day period includes the initial 10 day period, one 20 day extension and one 10 day extension. The community may also find it is warranted to send the written information via expensive certified mail to verify the requester receives the written reminder notice. The proposed amendment does not provide for reimbursement of the time, resources and mailing costs. The management of this section will add an unnecessary burden that will also cost the community money that is not reimbursable.

413.5 This section stipulates that a community must provide “reasonable comfort”. I agree that the place of inspection should be an area that is as accommodating as possible and not a location that is selected to purposefully be uncomfortable but the term “reasonable comfort” is

subjective. Subjectivity leaves too much room for interpretation and endless calls to the Attorney General's office, combined with potential frivolous lawsuits.

I offer this testimony in opposition to the proposed amendment. I think there are elements of the proposal that could enhance the existing FOAA requirements and we should rely on the Right to Know Advisory Committee to review the proposal and offer suggestions that will balance the necessity to provide information to the public and government transparency with the costly burden on agencies to follow unnecessary steps to produce the information.

